# ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

# PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE UNION OF MYANMAR

## A.S.K. ANDAMAN LTD

ဦးဖေမောင်ဝင်
095123535

နိုင်နိုင်ထွင်
09254308852

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ
မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန
ဝန်ကြီးရုံး

စာအမှတ်။ ၁ / ၂၀၀ (ည) / ၅၁၀၀ /

ရက်စွဲ ။၂၀၀၃ ခုနှစ်၊ ဇန်နဝါရီလ ( ၇ ) ရက်၊

အကြောင်းအရာ။ A.S.K ANDAMAN LTD.တည်ထောင်၍ငါးအသားကြိတ်စက်ရုံ၊ငါးအမှုန့်စက်ရုံ၊အစာကြိတ်စက်ရုံ၊အစာတောင့်နှင့်ရေထွက်ပစ္စည်းထုတ်လုပ်ခြင်းလုပ်ငန်းဆောင်ရွက်ရန်အဆိုပြုလွှာပေးပို့ခြင်း

ရည်ညွှန်းချက်။ ငါးလုပ်ငန်းဦးစီးဌာန၏ (၇-၁-၂၀၀၃) ရက်စွဲပါစာအမှတ်၊ ငလ/တမ-၄/၂၀၀၂-၂၀၀၃(၄၆၃)

၁။ ငါးလုပ်ငန်းဦးစီးဌာနပိုင်၊ တနင်္သာရီတိုင်း၊ မြိတ်မြို့နယ်၊ စက်မှုဇုန်ဒေသမြိတ်တောင်ကျေးရွာအုပ်စုရှိမြေအားငှားရမ်း၍၊ မလေးရှားနိုင်ငံ TEXCHEM FOOD SDN BHD နှင့် မြန်မာနိုင်ငံသားပိုင်အဆောင်ကောင်းစက်မှုလက်မှုလုပ်ငန်းများကုမ္ပဏီလီမိတက်(MASCOT INDUSTRIES CO.LTD) တို့ပူးပေါင်းပြီး A.S.K ANDAMAN LTD ဖက်စပ်ကုမ္ပဏီကိုဖွဲ့စည်းကာ၊ငါးကြိတ်အသားစက်ရုံ(Surimi)၊ ငါးမှုန့်စက်ရုံ၊ အစာစပ်စက်ရုံ၊ အစာတောင့်နှင့်ရေထွက်ပစ္စည်းထုတ်လုပ်ရေးလုပ်ငန်းများကိုလုပ်ကိုင်ရန်အဆိုပြုတင်ပြခဲ့ခြင်းအား (၂-၁-၂၀၀၃)ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် ကုန်သွယ်မှုမူဝါဒကောင်စီအစည်းအဝေးမှသဘောတူခွင့်ပြုခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရအဖွဲ့သို့ဆက်လက်တင်ပြနိုင်ရန်အတွက် A.S.K ANDAMAN LTD တည်ထောင်၍ငါးကြိတ်အသားစက်ရုံ(Surimi)၊ ငါးမှုန့်စက်ရုံ၊ အစာစပ်စက်ရုံ၊ အစာတောင့်နှင့်ရေထွက်ပစ္စည်းထုတ်လုပ်ခြင်းလုပ်ငန်းများဆောင်ရွက်ရန် အဆိုပြုလွှာ(၂၅)စုံအား ပူးတွဲတင်ပြအပ်ပါသည်။

ပူးတွဲ(၂၅)စုံ

ဝန်ကြီး(ကိုယ်စား)
(ကျော်လွင်၊ညွှန်ကြားရေးမှူးချုပ်)

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ရုံး

မိတ္တူကို -
(၁)ရုံးအဖွဲ့မှူး၊မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန
(၂)ညွှန်ကြားရေးမှူးချုပ်၊မွေးမြူရေးနှင့်ရေလုပ်ငန်းညွှန်ကြားမှုဦးစီးဌာန
(၃)ညွှန်ကြားရေးမှူးချုပ်၊ငါးလုပ်ငန်းဦးစီးဌာန

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ
မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန
ဝန်ကြီးရုံး

စာအမှတ်။ ၁ / ၂၀၀ (ည) / ၅၁၈၀ / ၁၅၇၈

ရက်စွဲ ။၂၀၀၂ ခုနှစ်၊ ဒီဇင်ဘာလ (၁၃)ရက်၊

အကြောင်းအရာ။ A.S.K AMDAMAN LTD.တည်ထောင်၍ငါးအသားကြိတ်စက်ရုံ၊ငါးအမှုန့်စက်ရုံ၊အစာကြိတ်စက်ရုံ၊အစာတောင့်နှင့်ရေထွက်ပစ္စည်းထုတ်လုပ်ခြင်းလုပ်ငန်းဆောင်ရွက်ရန်အဆိုပြုလွှာပေးပို့ခြင်း

ရည်ညွှန်းချက်။ ငါးလုပ်ငန်းဦးစီးဌာန၏ (၂၃-၁၂-၂၀၀၂) ရက်စွဲပါစာအမှတ်၊ ငလ/တမ-၄/၂၀၀၂-၂၀၀၃(၄၅၇)

၁။ ငါးလုပ်ငန်းဦးစီးဌာနပိုင်၊ တနင်္သာရီတိုင်း၊ မြိတ်မြို့နယ်၊ စက်မှုဇုန်ဒေသမြိတ်တောင်ကျေးရွာအုပ်စုရှိမြေအားငှားရမ်း၍၊ မလေးရှားနိုင်ငံ TEXCHEM FOOD SDN BHD နှင့် မြန်မာနိုင်ငံသားပိုင်အဆောင်ကောင်းစက်မှုလက်မှုလုပ်ငန်းများကုမ္ပဏီလီမိတက်(MASCOT INDUSTRIES CO.LTD) တို့ပူးပေါင်းပြီး A.S.K ANDAMAN LTD ဖက်စပ်ကုမ္ပဏီကိုဖွဲ့စည်းကာ၊ငါးကြိတ်အသားစက်ရုံ(Surimi)၊ ငါးမှုန့်စက်ရုံ၊ အစာစပ်စက်ရုံ၊ အစာတောင့်နှင့်ရေထွက်ပစ္စည်းထုတ်လုပ်ရေးလုပ်ငန်းများကိုလုပ်ကိုင်ရန်အဆိုပြုတင်ပြခဲ့ခြင်းအား (၂၀-၁၂-၂၀၀၂)ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏(၄၀/၂၀၀၂)ကြိမ်မြောက်အစည်းအဝေးမှသဘောတူခွင့်ပြုခဲ့ပြီးကုန်သွယ်မှုမူဝါဒကောင်စီသို့ဆက်လက်တင်ပြရန်ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ ကုန်သွယ်မှုမူဝါဒကောင်စီသို့ ဆက်လက်တင်ပြနိုင်ရန်အတွက် A.S.K ANDAMAN LTD တည်ထောင်၍ငါးကြိတ်အသားစက်ရုံ(Surimi)၊ ငါးမှုန့်စက်ရုံ၊ အစာစပ်စက်ရုံ၊ အစာတောင့်နှင့်ရေထွက်ပစ္စည်းထုတ်လုပ်ခြင်းလုပ်ငန်းများဆောင်ရွက်ရန်အဆိုပြုလွှာ(၂၈)စုံအားပူးတွဲတင်ပြအပ်ပါသည်။

ပူးတွဲ(၂၈)စုံ

ဝန်ကြီး(ကိုယ်စား)
(ကျော်လွင်၊ညွှန်ကြားရေးမှူးချုပ်)

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ရုံး

မိတ္တူကို

(၁)ရုံးအဖွဲ့မှူး၊မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန
(၂)ညွှန်ကြားရေးမှူးချုပ်၊မွေးမြူရေးနှင့်ရေလုပ်ငန်းညွှန်ကြားမှုဦးစီးဌာန
(၃)ညွှန်ကြားရေးမှူးချုပ်၊ငါးလုပ်ငန်းဦးစီးဌာန

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ
မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန
ငါးလုပ်ငန်းဦးစီးဌာန
ဆင်မင်းလမ်း၊အလုံမြို့နယ်၊ရန်ကုန်မြို့

စာအမှတ်၊ ငလ/တမ-၄/၂၀၀၂-၂၀၀၃( ၄၅၇ )
ရက်စွဲ၊ ၂၀၀၂ခုနှစ်၊ ဒီဇင်ဘာလ ( ၂၃ )ရက်။

အကြောင်းအရာ။ ။ASK Andaman Ltd တည်ထောင်၍ ငါးအသားကြိတ်စက်ရုံ၊ ငါးအမှုန့်စက်ရုံ၊ အစာကြိတ်စက်ရုံ၊ အစာတောင့်နှင့် ရေထွက်ပစ္စည်းထုတ်လုပ်ခြင်းလုပ်ငန်းဆောင်ရွက်ရန် အဆိုပြုတင်ပြခြင်းကိစ္စ။

၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ (၂၀-၁၂-၂၀၀၂)ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၄၀/၂၀၀၂)ကြိမ်မြောက်အစည်းအဝေးမှ သဘောတူညီခဲ့ပြီး ကုန်သွယ်ရေးကောင်စီသို့ဆက်လက်တင်ပြရန်ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ ကုန်သွယ်ရေးကောင်စီသို့ တင်ပြရမည့်အဆိုပြုလွှာ(၃၀)စုံအား ဤစာနှင့်အတူပူးတွဲ တင်ပြအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(ခင်မောင်မြင့်၊ ညွှန်ကြားရေးမှူး)

ညွှန်ကြားရေးမှူးချုပ်
မွေးမြူရေးနှင့်ရေလုပ်ငန်းညွှန်ကြားမှုဦးစီးဌာန

မိတ္တူကို (၁) ရုံးလက်ခံ
(၂) မျှော

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ
မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန
ဝန်ကြီးရုံး

စာအမှတ်။ ၁ / ၂၀၀ (ည) / ၅၁၀၀ / ၁၃၉၆

ရက်စွဲ ။၂၀၀၂ ခုနှစ်၊ နိုဝင်ဘာလ (၁၃)ရက်၊

အကြောင်းအရာ။ <u>မြေငှားရမ်းခွင့်ပြုပါရန်အဆိုပြုတင်ပြခြင်း</u>

ရည်ညွှန်းချက်။ (၁)A.S.K ANDAMAN LTD ၏ (၁၆-၁၀-၂၀၀၂)ရက်စွဲပါစာ

(၂)ငါးလုပ်ငန်းဦးစီးဌာန၏(၈-၁၁-၂၀၀၂)ရက်စွဲပါစာအမှတ်၊

လေ/တမ-၄/၂၀၀၂-၂၀၀၃(၄၇၈)

၁။ ငါးလုပ်ငန်းဦးစီးဌာနပိုင်၊ တနင်္သာရီတိုင်း၊ မြိတ်မြို့နယ်၊ စက်မှုဇုန်ဒေသမြိတ်တောင်ကျေးရွာအုပ်စုရှိမြေအား၊ မလေးရှားနိုင်ငံ TEXCHEM FOOD SDN BHD နှင့် မြန်မာနိုင်ငံသားပိုင်အဆောင်ကောင်းစက်မှုလက်မှုလုပ်ငန်းများကုမ္ပဏီလီမိတက်(MASCOT INDUSTRIES CO.LTD) တို့ပူးပေါင်း၍ A.S.K ANDAMAN LTD ဖက်စပ်ကုမ္ပဏီကိုဖွဲ့စည်းကာ၊ငါးကြိတ်အသားစက်ရုံ(Surimi )၊ ငါးမုန့်စက်ရုံ၊ အစာစပ်စက်ရုံ၊ အစာတောင့်နှင့်ရေထွက်ပစ္စည်းထုတ်လုပ်ရေးလုပ်ငန်းများကိုလုပ်ကိုင်ရန်အတွက်၊ မြေငှားရမ်းဆောင်ရွက်ခွင့်ပြုပါရန်ရည်ညွှန်း(၁)ပါစာဖြင့်တင်ပြလာခြင်းအား၊ ငါးလုပ်ငန်းဦးစီးဌာနမှရည်ညွှန်း(၂)စာဖြင့်ထပ်ဆင့်ထောက်ခံတင်ပြလာပါသည်။

၂။ ဖွဲ့စည်းလိုသည့်ဖက်စပ်ကုမ္ပဏီသည်၊ ငါးလုပ်ငန်းဦးစီးဌာနပိုင် မြိတ်စက်မှုဇုန်ရှိမြေကွက်အမှတ် ၃၀၇/၄၂၀(က)၊ ၃၀၇/၁၆၄၈ ရှိမြေအား တစ်နှစ်၊ တစ်ဧကလျှင် အမေရိကန်ဒေါ်လာ (၄၈၅.၅၂)ဖြင့် စုစုပေါင်းမြေဧက(၂.၅)ဧကအတွက်အမေရိကန်ဒေါ်လာ(၁၂၁၄)နှုန်းဖြင့်ငှားရမ်းလိုကြောင်း၊မြေငှားရမ်းခနှုန်းကို(၅)နှစ်တစ်ကြိမ်၁၅ရာခိုင်နှုန်းထက်မပိုသောနှုန်းဖြင့်ပြန်လည်ညှိနှိုင်းသတ်မှတ်စေလိုပါကြောင်း၊ သတ်မှတ်မည့်မြေငှားရမ်းကာလကို ကနဦး(၂၀)နှစ်နှင့်နောက်တိုး(၅)နှစ်၊ (၂)ကြိမ်ရရှိလိုပါကြောင်းဖြင့် တင်ပြထားပါသည်။

၃။ မပြောင်းလဲသောဘဏ်အာမခံငွေအဖြစ်၊ မြေငှားရမ်းစာချုပ်လက်မှတ်ရေးထိုးသည့်နေ့မှစ၍ရက်ပေါင်း (၃၀)အတွင်း အမေရိကန်ဒေါ်လာ(၁၀၀၀၀၀)(တစ်သိန်းတိတိ)ကို ငါးလုပ်ငန်းဦးစီးဌာနသို့ A.S.K ANDAMAN LTD မှပေးသွင်းမည်ဖြစ်ပါကြောင်း၊အဆိုပါဘဏ်အာမခံငွေကို စက်ရုံတည်ဆောက်ရေးလုပ်ငန်းများ ပြီးစီးမည့်အချိန်တွင်ပြန်လည်ထုတ်ပေးရန်ဖြစ်ပါကြောင်းဖြင့်ဖော်ပြပါရှိပါသည်။

၄၆၃
၅.၁.၂၀၀၃

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ
မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန
ငါးလုပ်ငန်းဦးစီးဌာန
ဆင်မင်းလမ်း၊အလုံမြို့နယ်၊ရန်ကုန်မြို့

စာအမှတ်၊ ငလ/တမ-၄/၂၀၀၂-၂၀၀၃( ၄၆၃ )
ရက်စွဲ၊ ၂၀၀၃ခုနှစ်၊ ဇန်နဝါရီလ ( ၅ )ရက်။

အကြောင်းအရာ။ ။<u>ASK Andaman Ltd တည်ထောင်၍ငါးအသားကြိတ်စက်ရုံ၊ငါးအမှုန့်စက်ရုံ၊ အစာတောင့်နှင့်ရေထွက်ပစ္စည်းထုတ်လုပ်ခြင်းလုပ်ငန်းဆောင်ရွက်ရန်အဆိုပြုလွှာတင်ပြခြင်းကိစ္စ။</u>

ရည်ညွှန်းချက်။ ။(၂.၁.၂၀၀၃)နေ့တွင်ကျင်းပပြုလုပ်သည့်ကုန်သွယ်မှုမူဝါဒကောင်စီအစည်းအဝေးဆုံးဖြတ်ချက်

အထက်အကြောင်းအရာပါကိစ္စနှင့်ပါတ်သက်၍(၂.၁.၂၀၀၃)ရက်နေ့တွင်ကျင်းပပြုလုပ်သည့် ကုန်သွယ်မှုမူဝါဒကောင်စီအစည်းအဝေးမှငါးအသားကြိတ်စက်ရုံ၊ငါးအမှုန့်စက်ရုံ၊အစာတောင့်နှင့် ရေထွက်ပစ္စည်းထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ရန်အဆိုပြုချက်အားသဘောတူခွင့်ပြုခဲ့ပါသည်။

သို့ဖြစ်ပါ၍ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရအဖွဲ့ရုံးသို့ဆက်လက်တင်ပြရမည့်အဆိုပြုလွှာ(၂၅)စုံအားပူးတွဲတင်ပြအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(ခင်မောင်မြင့်၊ ညွှန်ကြားရေးမှူး)

<u>ညွှန်ကြားရေးမှူးချုပ်</u>
<u>မွေးမြူရေးနှင့်ရေလုပ်ငန်းညွှန်ကြားမှုဦးစီးဌာန</u>

မိတ္တူကို (၁) ရုံးလက်ခံ
(၂) မျှော

၄။ တည်ထောင်လိုသည့် A.S.K ANDAMAN LTD ၏မတည်ရင်းနှီးငွေမှာ အမေရိကန်ဒေါ်လာ (၁၈.၇၂၈)သန်းနှင့်ညီမျှသော ကျပ်ငွေ(၁၁၂.၃၇)သန်းဖြစ်ပါသည်။ အဆောက်အဦဆောက်လုပ်ခြင်း လုပ်ငန်းအား မြေငှားရမ်းစာချုပ်လက်မှတ်ရေးထိုးခွင့်ရရှိသည့်နေ့မှစ၍ (၆)လအတွင်း အပြီးဆောင်ရွက်မည် ဖြစ်ပြီး၊စီမံကိန်းလုပ်ငန်းအားလုံးကို(၂)နှစ်အတွင်းအပြီးတည်ဆောက်မည်ဖြစ်ကြောင်းတင်ပြထားပါသည်။

၅။ မြေငှားရမ်းစာချုပ်သက်တမ်း ကုန်ဆုံးလျှင်(သို့မဟုတ်)မြေငှားရမ်းစာချုပ်အား ရပ်စဲမည် ဆိုပါလျှင်၊ ငှားရမ်းမြေပေါ်ရှိမရွှေ့မပြောင်းနိုင်သောပစ္စည်းများကို (၆)လအတွင်းအကောင်းပကတိ အခြေအနေအတိုင်း၊ ငါးလုပ်ငန်းဦးစီးဌာနသို့လွှဲပြောင်းပေးရမည်ဟုဖော်ပြထားပါသည်။ မြေငှားရမ်းခြင်းနှင့် ပတ်သက်၍ ငါးလုပ်ငန်းဦးစီးဌာနနှင့် A.S.K ANDAMAN LTD တို့ ချုပ်ဆိုမည့် မြေငှားစာချုပ် (မူကြမ်း)ကိုလည်း နိုင်ငံတော်ရှေ့နေချုပ်ရုံးမှ စိစစ်ပြီးဖြစ်ပါ၍၊ နိုင်ငံတော်ရှေ့နေချုပ်ရုံး၏ သဘောထား မှတ်ချက်နှင့်အညီပြင်ဆင်ရေးဆွဲထားသည့်နှစ်ဖက်အဖွဲ့အစည်းမှချုပ်ဆိုမည့်မြေငှားရမ်းစာချုပ်(မူကြမ်း)အား ပူးတွဲတင်ပြထားပါသည်။(နောက်ဆက်တွဲ"က")

၆။ A.S.K ANDAMAN LTD အား၊ တနင်္သာရီတိုင်း၊ မြိတ်မြို့နယ်၊ စက်မှုဇုန်ရှိ ငါးလုပ်ငန်း ဦးစီးဌာန ပိုင်မြေ(၂.၅၀)ဧက(စတုရန်းမီတာ၁၀၁၁၅)ကိုငါးကြိတ်အသားစက်ရုံ (Surimi)၊ ငါးမှုန့်စက်ရုံ၊ အစာစပ်စက်ရုံ၊ အစာတောင့်စက်ရုံနှင့် ရေထွက်ပစ္စည်းထုတ်လုပ်ရေးလုပ်ငန်းများ တည်ထောင်၍ လုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် ငှားရမ်းခွင့်ပြု ပါရန်နှင့်၊ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ငါးလုပ်ငန်းဦးစီးဌာနပိုင်မြေငှားရမ်း ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်လိုသည့် တင်ပြချက်အပေါ်ခွင့်ပြုနိုင်ပါရန် ထပ်ဆင့် ထောက်ခံတင်ပြအပ်ပါသည်။

<u>ပူးတွဲ(၁၀)စုံ</u>

(signature)

ဝန်ကြီး(ကိုယ်စား)
(ကျော်လွင်၊ညွှန်ကြားရေးမှူးချုပ်)

<u>မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ရုံး</u>

မိတ္တူကို–
(၁)ရုံးအဖွဲ့မှူး၊မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန
(၂)ညွှန်ကြားရေးမှူးချုပ်၊မွေးမြူရေးနှင့်ရေလုပ်ငန်းညွှန်ကြားမှုဦးစီးဌာန
(၃)ညွှန်ကြားရေးမှူးချုပ်၊ငါးလုပ်ငန်းဦးစီးဌာန

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ
မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန
ငါးလုပ်ငန်းဦးစီးဌာန
ဆင်မင်းလမ်း၊အလုံမြို့နယ်၊ရန်ကုန်မြို့

စာအမှတ်၊ ငလ/တမ-၄/၂၀၀၂-၂၀၀၃(၄၇၈)
ရက်စွဲ ၊ ၂၀၀၂ခုနှစ်၊နိုဝင်ဘာလ( ၈ )ရက်

အကြောင်းအရာ။ ။ဖက်စပ်လုပ်ငန်းအဆိုပြုလွှာပေးပို့ရေးကိစ္စ။

ရည် ညွှန်း ချက်။ ။(၁)မွေးမြူရေးနှင့်ရေလုပ်ငန်းညွှန်ကြားမှုဦးစီးဌာန၏(၂၅.၁၀.၂၀၀၂)ရက်စွဲပါ စာအမှတ်-ညက/၂၃၀၀/၁၀၀/၁၈၈၆
(၂)တနင်္သာရီတိုင်းငါးလုပ်ငန်းဦးစီးဌာန(မြိတ်မြို့)၏(၅.၁၁.၂၀၀၂)ရက်စွဲပါ စာအမှတ်-တမ/ငလ-၃/၄/၀၂(၅၆၃၅/၅၆၃၆)

၁။ ရည်ညွှန်းချက်(၁)ပါကိစ္စနှင့်ပတ်သက်၍ A.S.K ANDAMAN LTD., မှ တောင်းဆိုလာသော ငှားရမ်းခနှင့် တနင်္သာရီတိုင်း ၊ မြိတ်မြို့နယ်၊ကြိုတ်တောင်ကျေးရွာအုပ်စု ၊ငါးအသားထုတ်လုပ်ငန်းဆောင်ရွက်ရန်အတွက် မြေဧရိယာ(၂.၅၀)ဧကအား ငါးလုပ်ငန်းဦးစီးဌာနအမည်ပေါက်ဖြင့် ဆောင်ရွက်ခဲ့ပြီးဖြစ်ပါကြောင်းကို ရည်ညွှန်း(၂)ပါစာဖြင့် ပူးတွဲပေးပို့အပ်ပါသည်။

၂။ A.S.K ANDAMAN LTD., လျှပ်စစ်ဓါတ်အား သုံးစွဲမည့်အခြေအနေကို နောက်ဆက်တွဲ(က)ဖြင့် တင်ပြထားပါသည်။

၃။ သို့ဖြစ်ပါ၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ ဆက်လက်တင်ပြနိုင်ပါရန် တင်ပြအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(ခင်မောင်မြင့် ၊ညွှန်ကြားရေးမှူး)

ညွှန်ကြားရေးမှူးချုပ်
မွေးမြူရေးနှင့်ရေလုပ်ငန်းညွှန်ကြားမှုဦးစီးဌာန။
မိတ္တူ -ရုံးလက်ခံ မျှော။

# A.S.K. ANDAMAN LTD

No. 57 Pyay Road 6 ½ Mile, Hlaing Township, Yangon, Myanmar

4th November 2002

The Director General
Department of Fisheries
Ministry of Livestock & Fisheries
Union of Myanmar

Dear Sir

Re : Electricity Supply For A.S.K. Andaman Ltd

We wish to inform that we will be using our own generator to provide electricity supply for our new company, A.S.K. Andaman Ltd, located at Industrial Zone in Myeik since there is no electricity power supply to the Industrial Zone in Myeik at the moment.

However, once the Government has completed it's Electricity Power Generation project to provide electricity supply to the Industrial Zone in Myeik, we would like to submit an application to obtain electricity supply for A.S.K. Andaman Ltd.

Thank you.

Yours faithfully
for A.S.K. Andaman Ltd

Ng Bak Kuang
Managing Director

# A.S.K. ANDAMAN LTD

No. 4 Baho Road, San Chaung Township,
Yangon, Myanmar
Tel : 510192 Fax : 226 213


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The Director General
Department of Fisheries
Ministry of Livestock & Fisheries
Yangon
Union of Myanmar

Date: 16 October 2002

**Subject: Application For Issue Of Permit**

Dear Sir,

1. In accordance with the Union of Myanmar Foreign Investment Law enacted by the State Law and Order Restoration Council, **A.S.K. ANDAMAN LTD** hereby wish to apply for the issuance of Permit under section 10 of the Union of Myanmar Foreign Investment Law.

2. **A.S.K. ANDAMAN LTD** is a joint venture company to be incorporated in Myanmar whereby 90% is foreign owned and 10% controlled by a local Myanmar Company.

3. In accordance with the Foreign Investment Law, we wish to highlight that our investment principles of our application and the implementation of our project are as follows:
   - Promotion and expansion of value added exports
   - Creation of more employment opportunities
   - Acquisition and transfer of high technology to Myanmar
   - To enhance the quality of life in Myanmar by developing the primary and secondary fishing industry, aqua culture and its related food processing industry
   - Regional development

4. The project aims at setting up manufacturing factories in Myeik to produce Surimi and fishmeal. Production is mainly to cater for the export market. The project will start with the production of Surimi and fishmeal by developing the fishing and its related industries in Myeik whilst fully utilising the natural resources without any wastage. This project also indirectly will allow promotion of local supporting industries such as ice making industry, fish market and the secondary fishing and its

supporting industry. We have a ready market for our products in the neighbouring countries and we plan to export 100% of surimi, seafood stick and 50% of fishmeal to generate substantial foreign exchange earnings.

5. Initial investment will be about USD 6,310 million and progressively will be increased to about USD18.7284 million to be financed by equity share and foreign assets in kind. Initial authorised capital of the proposed company will be USD20 million and the initial paid up capital will be USD4.824 million.

6. We submit herewith the following documents which are required for the issuance of permit from the Union of Myanmar Foreign Investment Commission: -
   - Proposal of the Promoter to make Foreign Investment in the Union of Myanmar
   - A draft joint venture contract between Mascot Industries Company Limited and Texchem Food Sdn Bhd regarding 90 percent foreign investment in the Union of Myanmar
   - Draft Land Lease Agreement
   - Reference for business and financial standing
   - Draft Memorandum of Association and Articles of Association

7. We shall be most grateful if the Union of Myanmar Investment Commission could kindly grant us exemption and relief as per Chapter X, Articles 21 of the Union of Myanmar Foreign Investment Law.

8. It is our sincere hope that the Commission will be able to give the matter favourable consideration at its earliest convenience.

Yours sincerely
A.S.K. ANDAMAN LTD

Dato' Seri Fumihiko Konishi
Director

တိုင်း အေးချမ်းသာယာရေးနှင့် ဖွံ့ ဖြိုးရေး ကောင် စီ
တ န သ်ာ ရီ တိုင်း - မြိတ် မြို့
စာအမှတ်၊ ၃၁၉၀/၅၄၃/၅-၄၃/တယက(တနင်္သာရီ)
ရက်စွဲ။ ၂၀၀၂ ခုနှစ် ၊အောက်တိုဘာလ ၁၈ ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်မြို့

အကြောင်းအရာ။ တနင်္သာရီတိုင်းမြိတ်စက်မှုဇုန်ဒေသတွင် ငါးအသားထုတ် ( Surimi )လုပ်ငန်း လုပ်ကိုင်ခွင့်ပြုပါရန်ထောက်ခံတင်ပြခြင်း

အဆောင်ကောင်းစက်မှုလုပ်ငန်းများကုမ္ပဏီလီမိတက်နှင့်မလေးရှားနိုင်ငံမှ The Texchem Group တို့ပူးပေါင်း၍ A.S.K ANDAMAN LIMITED အမည်ရှိ ဖက်စပ်ကုမ္ပဏီဖြင့် Surimi အသားထုတ်စက်ရုံတစ်ရုံကို ၊ တနင်္သာရီတိုင်း မြိတ်မြို့ စက်မှုဇုန်ဒေသတွင် တည်ဆောက်ခြင်းသည် ဒေသဖွံ့ဖြိုးတိုးတက်လာမည်ဖြစ်သဖြင့် ကန့်ကွက်ရန်မရှိကြောင်းအကြောင်းကြားပါသည်။

ဥက္ကဋ္ဌ (ကိုယ်စား)
(ဒုတိယဗိုလ်မှူးကြီးခင်မောင်ညို-အတွင်းရေးမှူး)

မိတ္တူကို

တိုင်းငါးလုပ်ငန်းဦးစီးဌာန၊မြိတ်မြို့
A.S.K ANDAMAN LIMITED မြိတ်မြို့
လှည့်လည်စာတွဲ
လက်ခံစာတွဲ

## အဆိုပြုသော Surimi နှင့်ငါးမှုန့်လုပ်ငန်းအတွက် အသေးစိတ်လုပ်ငန်းဇယားချမှတ်ခြင်း။

(က) MIC မှ ရင်းနှီးမြှုပ်နှံမှုအပေါ် ခွင့်ပြုမိန့်

ခန့်မှန်း ၂၀၀၂ ခုနှစ်ဒီဇင်ဘာလလယ်ခန့်တွင် မြိတ်မြို့၌ Surimi နှင့်ငါးမှုန့် လုပ်ငန်းအတွက် အဆိုပြုသော နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုကို MIC ၏ခွင့်ပြုမိန့်ရရှိပါလျှင် A.S.K. Andaman Ltd. ကို ၂၀၀၂ ခုနှစ်ဒီဇင်ဘာလ တတိယပါတ်ခန့်တွင်ဖွဲ့စည်းတည်ထောင်ပါမည်။

(ခ) သွင်းကုန်ခွင့်ပြုမိန့်လျှောက်ထားခြင်း

ဆောက်လုပ်ရေးနှင့် ကုန်ထုတ်လုပ်မှုလုပ်ငန်းအတွက် ဆောက်လုပ်ရေးပစ္စည်းများ၊ ကရိယာတန်ဆာပလာများ၊ စက်ပစ္စည်းများနှင့် စက်ပစ္စည်းအစိတ်အပိုင်းများ အခြားလိုအပ်သည်များ တင်သွင်းရန် သွင်းကုန်ခွင့်ပြုမိန့်အတွက် ၂၀၀၂ ခုနှစ်ဒီဇင်ဘာလကုန်ခန့်တွင်ကုန်သွယ်ရေးဝန်ကြီးဌာနသို့ လျှောက်လွှာတင်သွင်းပါမည်။

(ဂ) မြေအငှါးစာချုပ်သဘောတူလက်မှတ်ရေးထိုးခြင်း

A.S.K Andaman Ltd နှင့် ငါးလုပ်ငန်းဦးစီးဌာနတို့သည် မြေအငှါးစာချုပ်သဘောတူလက်မှတ်ရေးထိုးခြင်းကို ၂၀၀၂ ခုနှစ် ဒီဇင်ဘာလကုန်တွင် လက်မှတ်ရေးထိုးရန်လျာထားပါသည်။

(ဃ) အဆောက်အဦးပုံစံအတွက်အချက်အလက်များစုဆောင်းခြင်း

ကုန်ထုတ်လုပ်မှုလုပ်ငန်း၏လိုအပ်ချက်ဖြစ်သည့် အဆောက်အဦးပုံစံနှင့် ဆောက်လုပ်ရေး အစီအစဉ်များ ရေးဆွဲရေးအတွက် လိုအပ်သည့်အချက်အလက်များ စုဆောင်းပြုစုမှုသည် ၂၀၀၂ ခုနှစ် အောက်တိုဘာလ တတိယပါတ်တွင်ပြီးစီးပြီးဖြစ်ပါသည်။

(င) ပုံစံထုတ်ခြင်း

အဆောက်အဦးပုံစံများကို ၂၀၀၂ ခုနှစ် နိုဝင်ဘာလ ပထမပါတ်တွင် အပြီးသတ်ထုတ်ထားပြီးဖြစ်ပါသည်။

(စ) အဆောက်အဦးဆောက်လုပ်ရေးလုပ်ငန်းကြိုတင်ပြင်ဆင်ခြင်း

အဆောက်အဦးဆောက်လုပ်ရေးလုပ်ငန်းများအတွက်အဆောက်အဦးဆောက်လုပ်သည့် ကန်ထရိုက်တာများနှင့် လုပ်ငန်းအပ်နှံခြင်းဆိုင်ရာ စာချုပ်ချုပ်ဆို နိုင်ရေးအတွက် ၂၀၀၂ ခုနှစ်နိုဝင်ဘာလ တတိယပါတ်တွင် အပြီးသတ်ညှိနှိုင်းရန်လျာထားပါသည်။

(ဆ) မြို့ပြနှင့်အဆောက်အဦးလုပ်ငန်းများ

၂၀၀၂ခုနှစ်ဒီဇင်ဘာလတွင် အဆောက်အဦးဆောက်လုပ်ရေးနှင့်စပ်လျဉ်းသည့် စာရွက်စာတမ်း ပြုစုရေး၊ ဒေသတွင် ဝယ်ယူစုဆောင်းရရှိနိုင်သည့် ဆောက်လုပ်ရေးပစ္စည်းများ ဝယ်ယူစုဆောင်းခြင်းအစရှိသည်များကို မြန်မာ့ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုမိန့်ရရှိပြီးနောက်ဆောင်ရွက်ပါမည်။

(ဈ) <u>မြေပြန့်ရိုက်ခြင်းအခမ်းအနား</u>

ရင်းနှီးမြှုပ်နှံမှုအဆိုပြုချက်အပေါ် ၂၀၀၂ခုနှစ်ဒီဇင်ဘာလလယ်တွင် မြန်မာ့ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၏ခွင့်ပြုမိန့်ရရှိပါက အဆောက်အဦး လုပ်ငန်းအတွက် မြေပြန့်ရိုက်ခြင်း အခမ်းအနားကို ၂၀၀၂ ခုနှစ် ဒီဇင်ဘာလကုန်တွင် ပြုလုပ်ရန်လျာထားပါသည်။

(ဈ) <u>ဆောက်လုပ်ရေးစတင်ပြုလုပ်ခြင်း</u>

ဆောက်လုပ်ရေးလုပ်ငန်းများကို ၂၀၀၃ခုနှစ် ဇန္နဝါရီလလယ်ခန့်တွင် နောက်ဆုံးထား စတင်ပြု လုပ်ရန်နှင့် အမိုးမိုးခြင်းကို မှတ်သုန်ရာသီရှောင်ရှားနိုင်ရန်အတွက် ၂၀၀၃ခုနှစ် စက်တင်ဘာလကုန်တွင် အပြီးသတ် အမိုးမိုးပါမည်။

(ည) <u>စက်မှုနှင့်လျှပ်စစ်လုပ်ငန်းများ</u>

ကုန်ထုတ်လုပ်ငန်းအတွက် လိုအပ်သည့်စက်မှုနှင့်လျှပ်စစ်လုပ်ငန်းများကို ၂၀၀၃ ခုနှစ်မေလ တွင်စတင်ပြုလုပ်ပါမည်၊ ဆောက်လုပ်ရေးလုပ်ငန်းများနှင့်အတူတဖြေးဖြေးတိုးတက် ပြုလုပ်သွားကာ ၂၀၀၄ ခုနှစ် ဇွန်လကုန်ခန့်တွင်ပြီးစီးရန် ရည်မှန်းထားပါသည်။

(ဋ) <u>လုပ်ငန်းနေရာရှင်းလင်းခြင်း</u>

စက်ပစ္စည်းများနှင့် ဆက်စပ်ကရိယာများ တပ်ဆင်မှုအဆင်ပြေချောမွေ့စေရန်အတွက် လုပ်ငန်း နေရာရှင်းလင်းခြင်းကို ၂၀၀၄ ခုနှစ်မတ်လလယ်ခန့်တွင် စတင်ပြုလုပ်ရန်နှင့် ၂၀၀၄ ခုနှစ်မေလ ကုန်ခန့်အပြီးသတ်လုပ်ဆောင်ရန်ဖြစ်ပါသည်။

(ဌ) <u>စက်ပစ္စည်းကရိယာများနှင့်အစိတ်အပိုင်းများသယ်ယူခြင်း</u>

နှစ်စဉ်ဧပြီလမှအစပြုသော မုတ်သုန်ရာသီကိုခန့်မှန်းသုံးသပ်လျက်၊ စက်ပစ္စည်းကရိယာများနှင့် စက်အစိတ်အပိုင်းများကို ၂၀၀၃ခုနှစ် မတ်လကုန်နောက်ဆုံးထားလျက်၊ မြိတ်မြို့သို့အရောက်သယ်ယူ ပါမည်။ ဆောက်လုပ်ရေးလုပ်ငန်းများလုပ်ဆောင်နေဆဲပင်ဖြစ်၍ ၄င်းပစ္စည်းကရိယာများနှင့် စက်အစိတ် အပိုင်းများကို မြိတ်မြို့တွင် ၂၀၀၃ခုနှစ် မေလအလယ် အဆောက်အဦး များပြီးစီးသည့်အထိယာယီသို လှောင် ထိန်းသိမ်းထားပါမည်။

(ဍ) <u>စက်ပစ္စည်းကိရိယာများနှင့်ဆက်စပ်ကိရိယာများတပ်ဆင်ခြင်း</u>

စက်ပစ္စည်းကိရိယာများနှင့်ဆက်စပ်ကိရိယာများတပ်ဆင်ခြင်းကို ၂၀၀၃ ခုနှစ်ဒီဇင်ဘာလလယ်တွင် စတင်၍ ၂၀၀၄ ခုနှစ် ဧပြီလကုန်တွင်အပြီးသတ်တပ်ဆင်သွားပါမည်။

(ဎ) <u>ထုတ်လုပ်မှုစမ်းသပ်ခြင်းနှင့်စမ်းသပ်လည်ပတ်ခြင်း</u>

ထုတ်လုပ်မှုစမ်းသပ်ခြင်းနှင့် စမ်းသပ်လည်ပတ်ခြင်းကို ၂၀၀၄ခုနှစ်မေလတွင် စတင်၍ ၂၀၀၄ ခုနှစ်မေလကုန်ထိပြုလုပ်ပါမည်။

(၃) <u>စက်များချိန်ကိုက်ညှိနှိုင်းခြင်း</u>

စီးပွားဖြစ်ထုတ်လုပ်ရာတွင်စက်စွမ်းအားပြည့်လည်ပတ်နိုင်ရေးအတွက်စက်ပစ္စည်းများချိန်ကိုက်ညှိနှိုင်းမှုကို ၂၀၀၄ခုနှစ် ဇွန်လတွင်ပြုလုပ်ပါမည်။

(၄) <u>စီးပွားဖြစ်ထုတ်လုပ်မှုစတင်ခြင်း</u>

စီးပွားဖြစ်ထုတ်လုပ်ခြင်းကို ၂၀၀၄ခုနှစ်ဇူလိုင်လ မှစတင်ပြုလုပ်ပါမည်။

# Detailed Work Schedule for Proposal Surimi and Fish Meal Project

a. Approval of Foreign Investment Permit by MIC

Assuming MIC formally approve the proposed foreign investment permit for the Surimi and Fish Meal project at Myeik sometime in mid-December 2002, A.S.K Andaman Ltd shall be incorporated by the third week of December 2002.

b. Application for Import Permit

Application for Import Permit would be submitted to Ministry of Commerce for approval by end of December 2002 to import building materials, equipments, machinery, parts and other essential items to facilitate the construction of the manufacturing facilities.

c. Signing of the Land lease agreement

The Land lease agreement will be signed between A.S.K Andaman Ltd and the Department of Fisheries by end December 2002.

d. Design Data

Design data pertaining to the requirement of the manufacturing facilities has been completed by 3rd week of October 2002 before designing and drawing up the building plans.

e. Design Development

Building plants has been developed and finalized by 1st week of November 2002.

f. Contract Documentation and Award

Contract documentation and awarding of contact to building contractors shall be finalized by 3rd week of November 2002.

g. Civil and Building Works

Civil and Building works shall commence by December 2002 with mobilization of building equipments, local building material and other necessary items upon approval of Foreign Investment Permit by MIC.

h. Ground Breaking Ceremony.

Upon approval of Foreign Investment permit by MIC sometime in mid-December 2002, Ground Breaking Ceremony shall be targeted by the end of December 2002.

i. <u>Commencement of Construction</u>

Construction works have to commence latest by mid-January 2003 to complete the roofing by end September 2003 to avoid the monsoon season.

j. <u>Mechanical and Electrical Works</u>

Mechanical and electrical works shall commence in May 2003 progressing concurrently with the construction works and expected to complete by end June 2004.

k. <u>Site Clearing</u>

Site clearing shall commence sometime by March 2004 to complete by end May 2004 to facilitate the installation of machinery and equipments.

l. <u>Delivery of Machinery, Equipments and Parts</u>

In view of the monsoon season starting from April every year, the delivery of machinery, equipments and parts has to arrive at Myeik latest by end of March 2003 eventhough the construction of the factory is still in progress. The machinery, equipments and parts shall be temporary stored at Myeik until the completion of the construction of the main factory building by mid-May 2003.

m. <u>Installation of Machinery and Equipments</u>

Installation of machinery and equipments shall commence from December 2003 progressively until completion by end April 2004.

n. <u>Production Testing and Trial Run</u>

Testing and production trial run shall commence from May 2004 until end May 2004.

o. <u>Machineries Adjustment</u>

In June 2004, fine adjustments of Machineries will be made for the commercial production.

p. <u>Commencement of Commercial Production</u>

Commercial production shall commence from July 2004.

## PRELIMINARY WORK SCHEDULE FOR PROPOSED SURIMI & FISHMEAL PROJECT

| No. | Description of stages | Oct 2002 | Nov 2002 | Dec 2002 | Jan 2003 | Feb 2003 | Mar 2003 | Apr 2003 | May 2003 | Jun 2003 | Jul 2003 | Aug 2003 | Sep 2003 | Oct 2003 | Nov 2003 | Dec 2003 | Jan 2004 | Feb 2004 | Mar 2004 | Apr 2004 | May 2004 | Jun 2004 | Jul 2004 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **APPLICATION AND APPROVAL** | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Approval of land lease agreement by Ministry of Fisheries | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Approval of land lease agreement by Attorney General office | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Final submission of MIC & ROC application | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Approval of MIC permit | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Incorporation of company | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Approval of import permit | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Signing of Land Lease Agreement | | | | | | | | | | | | | | | | | | | | | | |
| | **CONSTRUCTION OF BUILDING** | | | | | | | | | | | | | | | | | | | | | | |
| 1 | **Design Data** | | | | | | | | | | | | | | | | | | | | | | |
| 2 | **Design Development** | | | | | | | | | | | | | | | | | | | | | | |
| 3 | **Contract Documentation/ Award** | | | | | | | | | | | | | | | | | | | | | | |
| a) | *Tender Documents Finalisation* | | | | | | | | | | | | | | | | | | | | | | |
| b) | *Tender in process / Bidders' estimation* | | | | | | | | | | | | | | | | | | | | | | |
| c) | *Analysis & report* | | | | | | | | | | | | | | | | | | | | | | |
| d) | *Negotiation & award* | | | | | | | | | | | | | | | | | | | | | | |
| e) | *Accumulation of building materials for initial sub-structure work* | | | | | | | | | | | | | | | | | | | | | | |

## PRELIMINARY WORK SCHEDULE FOR PROPOSED SURIMI & FISHMEAL PROJECT

| No. | Description of stages | Oct 2002 | Nov 2002 | Dec 2002 | Jan 2003 | Feb 2003 | Mar 2003 | Apr 2003 | May 2003 | Jun 2003 | Jul 2003 | Aug 2003 | Sep 2003 | Oct 2003 | Nov 2003 | Dec 2003 | Jan 2004 | Feb 2004 | Mar 2004 | Apr 2004 | May 2004 | Jun 2004 | Jul 2004 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **4** | **Civil & building works** | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | |
| a) | *Mobilization/Setting-out* | | | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | |
| b) | *Ground Breaking Ceremony* | | | | ◆ | | | | | | | | | | | | | | | | | | |
| c) | *Arrival of Imported Rebars* | | | | | | ◆ | | | | | | | | | | | | | | | | |
| d) | *Piling Works* | | | | | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | |
| e) | *Sub-structures (incl machine foundation)* | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | |
| f) | *Arrival of Imported Steel Structures* | | | | | | | ◆ | | | | | | | | | | | | | | | |
| g) | *Arrival of Imported Steel Sheets* | | | | | | | | ◆ | | | | | | | | | | | | | | |
| h) | *Steel Structures* | | | | | | | ■ | ■ | ■ | ■ | | | | | | | | | | | | |
| i) | *Roofer (incl. Cladding)* | | | | | | | | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | |
| j) | *Concrete Driveway* | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | | | | | | | | |
| k) | *Concrete Floor* | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | | | | | | | | |
| l) | *Perimeter Drain* | | | | | | | | ■ | ■ | ■ | ■ | | | | | | | | | | | |
| m) | *Bricklayer* | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | | | | | | | | |
| n) | *RC Frames* | | | | | | | | | ■ | ■ | ■ | ■ | ■ | | | | | | | | | |
| o) | *Metal Cladding* | | | | | | | | | | ■ | ■ | ■ | ■ | | | | | | | | | |
| p) | *Arrival of Cold Room Panel & Others* | | | | | | | | | | ◆ | | | | | | | | | | | | |
| q) | *Cold Room Panel* | | | | | | | | | | ■ | ■ | ■ | ■ | | | | | | | | | |
| r) | *Internal Drainage* | | | | | | | | | | | ■ | ■ | ■ | ■ | | | | | | | | |
| s) | *Sewage System* | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | |
| t) | *Floor Finishes* | | | | | | | | | | | | | | ■ | ■ | ■ | ■ | | | | | |

## PRELIMINARY WORK SCHEDULE FOR PROPOSED SURIMI & FISHMEAL PROJECT

| No. | Description of stages | Oct 2002 | Nov 2002 | Dec 2002 | Jan 2003 | Feb 2003 | Mar 2003 | Apr 2003 | May 2003 | Jun 2003 | Jul 2003 | Aug 2003 | Sep 2003 | Oct 2003 | Nov 2003 | Dec 2003 | Jan 2004 | Feb 2004 | Mar 2004 | Apr 2004 | May 2004 | Jun 2004 | Jul 2004 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *u)* | *Wall Finishes/ Painting* | | | | | | | | | | | | | | | | ■ | ■ | ■ | ■ | | | |
| *v)* | *Ceiling* | | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | |
| *w)* | *Sanitary Plumber* | | | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | | | |
| **5** | **M & E Works** | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | |
| *a)* | *External Cabling* | | | | | | | | ■ | ■ | ■ | | | | | | | | | | | | |
| *b)* | *Internal Installation* | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | |
| **6** | **Site Clearing** | | | | | | | | | | | | | | | | | | ■ | ■ | ■ | | |
| **7** | **Machinery Installation** | | | | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | | | |
| **8** | **Trial Run** | | | | | | | | | | | | | | | | | | | | ■ | | |
| **9** | **Machinery Adjustment** | | | | | | | | | | | | | | | | | | | | | ■ | |
| **10** | **Commercial Production** | | | | | | | | | | | | | | | | | | | | | | ■ |

# A.S.K. ANDAMAN LTD

No. 57 Pyay Road 6½ Mile, Hlaing Township, Yangon, Myanmar

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To,

Chairman
Union Of Myanmar Investment Commission
Through
Minister
Ministry of Livestock and Fisheries

Letter No.02/11/02 ( ASK ).
Date 10th November 2002 .

Reference: Proposal for a Joint Venture investment under the Union of Myanmar Foreign Investment Law for implementing manufacturing ( including but not limited to contract manufacturing ) processing, packaging, distributing, supplying, marketing, selling and storing surimi, feedmeal, fishmeal, seafood sticks, any other aqua culture products as well as any other products that are required for its operations ( including but not limited to ice ), aquaculture activities including but not limited to breeding, farming and harvesting fish and any other marine life form, furthermore, running fishery jetty and other related operations for the purposes mentioned herein, to import machinery, spare parts, raw materials and others necessary for those activities mentioned above, which shall be implemented by A.S.K. ANDAMAN LTD.

Subject: Letter of undertaking

Your Excellency,

By the present, we A.S.K ANDAMAN LTD will fully undertake to implement the project according to the implementation and schedule program as attached of the Joint Venture investment proposal.

Your Faithfully,

Ng Bak Kuang
Managing Director

# A.S.K. ANDAMAN LTD

No. 57 Pyay Road 6½ Mile, Hlaing Township, Yangon, Myanmar

To,

Chairman
Union of Myanmar Investment Commission
Through
Minister
Ministry of Livestock and Fisheries

Letter No.01/11/02 ( ASK )
Date : 4th November 2002.

Subject : Electricity Supply for A.S.K. Andaman Ltd regarding the proposal dated 16th October 2002

Your Excellency,

We wish to inform that we will be using our own ( 3 ) Sets of 600 KVA Generators to provide electricity supply for our new company, A.S.K Andaman Ltd, located at Industrial Zone in Myeik since there is no electricity power supply to the Industrial Zone in Myeik at the moment.

However, once the Government has completed it's Electricity Power Generation project to provide electricity supply to the Industrial Zone in Myeik, we would like to submit an application to obtain electricity supply for A.S.K Andaman Ltd

Thank you,

Yours faithfully
for A.S.K. Andaman Ltd

Ng Bak Kuang
Managing Director

# ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

# PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE UNION OF MYANMAR

Form (I)

Proposal to the Promoter to make Foreign
Investment in the Union of Myanmar

To

The Chairman,
Myanmar Investment Commission,
Yangon.

*Reference No. CSL/846/02*
*Date, 16 October 2002*

I wish to make investment in the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Law, and I herewith apply for permission furnishing the following particulars-

1. Promoter's-

(a) Name MR. FUMIHIKO KONISHI

(b) Father's name KENICHI KONISHI

(c) Passport No. MZ6045980

(d) Citizenship Japanese

(e) Address Villa Primavera, 51, Jalan Jesselton, 10450 Penang, Malaysia

(f) Name of principal organization TEXCHEM FOOD SDN. BHD.

(g) Type of business Investment holding, import and export and wholesale business

(h) Place of organization Level 16, Menara PSCI, No 39 Jalan Sultan Ahmad Shah,10050 Penang, Malaysia

(i) Place of incorporation Malaysia

2. If investment is to be made by joint-venture, the particular of the person wishing to participate in the joint-venture with the promoter:-

(a) Name U MAUNG SITT

(b) Father's name U SIN KYI

(c) National Registration No. 12/La Ma Ta (Naing) 016221

(d) Citizenship Myanmar

(e) Address No 22, Ground Floor, Nwethagyi Street, Ahlone Township, Yangon, Myanmar

(f) Name of principal organization Mascot Industries Company Limited

(g) Type of business Annexure 1

(h) Place of organization No.81, B(1), Dagon Thiri Road, Kyauk Myaung, Tamwe Township, Yangon, Myanmar

(i) Place of incorporation Myanmar

3. Type of business in which investment is to be made-

(a) Production Manufacturing and marketing of surimi, fishmeal, feedmeal, seafood sticks, aqua cultural products and other related operations. (Refer Annexure 2)

(b) Services N/A

(to indicated name of goods or type of services)

4. Form of economic organization-

(a) Sole Proprietorship N/A

(b) Partnership N/A

(c) Limited Company Private Limited Company

(to enclose the list of the name, citizenship, address and designation of the executives of the organization, indicating the local and foreign capital ratio) - Refer Annexure 3

5. If the organization is in the form of a partnership-

(a) Capital ratio and amount to be contributed by the partners N/A

(b) Profit sharing ratio N/A

(c) Rights and liabilities of partners N/A

6. If the organization is in the form of a limited company:

*(a)* Authorized capital USD 20,000,000 equivalent to Kyats 120,000,000

*(b)* Types of shares 20,000,000 ordinary shares of USD 1 each

*(d)* Share capital to be subscribed by the shareholders USD 4,824,000

1. Texchem Food Sdn Bhd : USD 4,341,600 (90%);
2. Mascot Industries Co. Ltd : Kyats 2,894,400 equivalent to USD 482,400 (10%)

7. Particulars relating to the organization in which investment is to be made-

*(a)* Amount of capital-

| | *USD* | *Kyat* |
|---|---|---|
| (1) Amount of local capital to be contributed | 482,400 | 2,894,400 |
| (2) Amount of foreign capital to be brought in | 18,246,000 | 109,476,000 |
| Total.... | 18,728,400 | 112,370,400 |

*(b)* Amount of foreign capital to be brought in:-

| | *USD* | *Kyat* |
|---|---|---|
| (1) Foreign currency | 167,000 | 1,002,000 |
| (2) Others – capital in kind | 5,327,000 | 31,962,000 |
| - loan (Annexure 5 & 13) (Interest free loan) (Repayment 3 yrs from MIC license) | 12,752,000 | 76,512,000 |
| Total.... | 18,246,000 | 109,476,000 |

*(c)* Period for bringing in items mentioned in sub-paragraph *(b)*

Phase 1 - within 1.5 year after issuance of MIC permit;

Phase 2 - In Year 3 from issuance of MIC permit;

Phase 3 - In Year 5 from issuance of MIC permit (Refer Annexure 5 for details)

*(d)* Proposed duration of investment 20 years with extension of two periods of 5 years each

(e) Construction period 18 months.

(f) Commencement of construction Within 6 months from signing of the Land Lease Agreement with Ministry of Livestock & Fisheries which leases out land and after issuance of MIC permit and date of incorporation of A.S.K. Andaman Ltd., whichever is later

8. Particulars relating to the proposed economic organization-

(a) Type of business Manufacturing and marketing of surimi, fishmeal, feedmeal, seafood sticks, aqua culture products and other related operations (Refer Annexure 2)

(b) Proposed place(s) at which investment is to be made Myeik Industries Zone, Myeik Taung Village, Myeik TSP, Tanintharyi Division, Myanmar

(c) Technique of operation Refer Annexure 4

(d) Annual fuel requirement Year 1 to 2 – 4,507 tons; Year 3 to 5 - 12,962 tons; Year 6 to 10 – 30,341 tons (Refer Annexure 6)

(e) Annual electricity requirement 9,000,000 kWH approximately per annum via own arrangement using 3 sets of 600 kVA generators

(f) Annual water requirement 10,000 tons approximately per annum (32 tons per day) (to indicate daily water requirement, if any)

(g) Annual equipment/ raw materials requirement Refer Annexures 5 & 6 (to enclose a list of type/ quantity/ value)

(h) Building requirement Factory Area 6,325 sq meter

(i) Type of land and area requirement Industrial land 2.5 acres or 10,115 square meters

(j) Goods to be produced/ services to be rendered Refer Annexure 7 (to indicate name, type, annual estimated quantity and value of the goods/ services)

(k) System of sales Surimi for export; Fishmeal for export and local sales; Seafood sticks for export

1USD = 600 kyats

9. Details of foreign capital to be brought in-

| | Foreign Currency (USD) | Estimated Kyats Equivalent |
|---|---|---|
| *(a)* Foreign Currency (type and amount) | 167,000 | 1,002,000 |
| *(b)* Value of machineries, equipment etc. (Refer Annexure 5) | 12,746,000 | 76,476,000 |
| *(c)* Value of raw materials and other similar materials | 816,000 | 4,896,000 |
| *(d)* Value of rights which can be evaluated, such as license, trade mark, patent rights | - | - |
| *(e)* Value of technical know-how | - | - |
| *(f)* Value of building | 4,517,000 | 27,102,000 |
| Total | 18,246,000 | 109,476,000 |

10. Details of local capital to be contributed-

| | FEC | Kyats |
|---|---|---|
| *(a)* Amount of cash | - | 2,894,400 |
| *(b)* Value of machineries and equipment (to enclose detail statement) | - | - |
| *(c)* Buildings/ Land | - | - |
| *(d)* Value of furniture and office equipment (to enclose detail statement) | - | - |
| *(e)* Value of raw materials (to enclose detail statement) | - | - |
| Total..... | - | 2,894,400 |

11. Particulars relating to annual production/ services:-

| | *Foreign Currency* | *Estimated Kyat Equivalent* |
|---|---|---|
| *(a)* Type and value of foreign exchange required | Annexure 8 | Annexure 8 |
| *(b)* Amount of foreign exchange to be Received | Annexure 8 | Annexure 8 |
| *(c)* Amount of working capital requirement in kyat | N/A | N/A |
| *(d)* Value of exportable goods/ services | Annexure 7 | Annexure 7 |
| *(e)* Value of annual local sales of goods/ services | Annexure 7 | Annexure 7 |

12. List of personnel required for the proposed economic organization:-

*(a)* Local personnel required-

| *Serial No.* | *Type of personnel* | *Number* |
|---|---|---|
| ........................... | ............................. | ......................... |
| ........................... | ............................. | ......................... |
| ........................... | ............................. | ......................... |
| ........................... | ............................. | ......................... |
| ........................... | ............................. | ......................... |

(Refer Annexure 10)

*(b)* Foreign experts and technicians required-

| *Serial No.* | *Type of personnel* | *Number* |
|---|---|---|
| ........................... | ............................. | ......................... |
| ........................... | ............................. | ......................... |
| ........................... | ............................. | ......................... |
| ........................... | ............................. | ......................... |
| ........................... | ............................. | ......................... |

(Refer Annexure 10)

13. Particulars relating to economic justification:

| | | Foreign Currency | Estimated Kyat Equivalent |
|---|---|---|---|
| (a) | Annual income | Annexure 11 | Annexure 11 |
| (b) | Annual expenditure | Annexure 11 | Annexure 11 |
| (c) | Annual net profit | Annexure 11 | Annexure 11 |
| (d) | Yearly investments | Annexures 5 & 9 | Annexures 5 & 9 |
| (e) | Recoupment period | Annexure 9 | Annexure 9 |
| (f) | Other benefits (to enclose detail calculations) | Commercial tax; Corporate tax; Land lease rental (Refer Annexure 11) | Commercial tax; Corporate tax; Land lease rental (Refer Annexure 11) Internal rate of return (Refer Annexure 12) |
| (g) | To mention prospects of new employment opportunities/ local and foreign market conditions/ foreign exchange savings | Annexure 10<br>Annexure 8 | Annexure 10<br>Annexure 8 |

14. Supporting documents for the proposal:-

The following documents are attached ( Refer Annexure 13 ) for the proposed investment:-

(a) Draft contracts consisting Joint Venture Agreement, Land Lease Agreement and Loan Agreement

(b) References for business and financial standing

(c) Drafts of Memorandum of Association and Articles of Association

*Signature* ...............................

*Name* FUMIHIKO KONISHI

*Designation* DIRECTOR

**Annexure 1**

Type of business : Mascot Industries Company Ltd

1. To carry on the business of manufacturing, growing, milling and preserving etc; of the following commodities permitted by the Government, either solely on its own or in joint - venture with any local or foreign partners.

   (a) Growing, producing, harvesting, preserving, packaging, milling and manufacturing of agricultural and farm produces.

   (b) Felling, extracting (with the permission from the authorities concerned), milling, manufacturing, preserving and seasoning of timber ( excluding teak) and forest products.

   (c) Fishing, preserving, milling, canning and processing of marine products.

   (d) Manufacturing of construction materials and paints.

2. To import machinery, space parts, raw materials and others necessary for those activities mentioned above and to sell wholesale and retail finished and semi-finished products locally and abroad.

3. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manners that the Company shall think fit.

**Annexure 2**

1.Type of business in which investment is to be made:

(a) Production:

- Manufacturing (including but not limited to contract manufacturing), processing, packaging, distributing, supplying, marketing, selling and storing surimi, feedmeal, fishmeal, seafood sticks and any other aqua culture products as well as any other products that are required for its operations (including but not limited to ice).

- Aquaculture activities including but not limited to breeding, farming and harvesting fish and any other marine life form.

- running fishery jetty and any other related operations for the purposes mentioned herein.

- To import machinery, spare parts, raw materials and others necessary for those activities mentioned above.

- To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manners that the Company shall think fit.

Annexure 3

**A.S.K. ANDAMAN LIMITED**
**LIST OF DIRECTORS**

| Sr. No. | Name and Address | Nationality and P.P.No. |
|---|---|---|
| 1. | Mr. FUMIHIKO KONISHI<br>Villa Primavera<br>51, Jalan Jesselton,<br>10450 Penang Malaysia | Japanese<br>MZ6045980 |
| 2. | Mr. CHEAH FOONG CHOR PHENG<br>42, Taman Jesselton,<br>10450 Penang Malaysia | Malaysian<br>A10672155 |
| 3. | Mr. NG BAK KUANG<br>2668, Jalan Megat Harun<br>Taman Keen Ways<br>14000 Bukit Mertajam<br>Penang Malaysia | Malaysian<br>A11524280 |
| 4. | Mr. MASANORI TAKAHASHI<br>5-1, Washimokamihama, Aza Arai<br>Onaga-Cho, Oshiita-Gun, Miyagi-Ken, Japan | Japanese<br>TF3837018 |
| 5. | Mr. TONG YUEN PIEW<br>10-08-01 Seaview Garden<br>Mount Pleasure<br>Jalan Bukit Ria<br>Batu Feringghi<br>11100 Penang Malaysia | Malaysian<br>A9167861 |
| 6 | U MAUNG SITT<br>No. 22, Ground Floor,<br>Nwethagyi Street,<br>Ahlone Township,<br>Yangon, Myanmar | Myanmar<br>12/La Ma Ta (Naing)<br>016221 |

**Annexure 4**

Technique of operation :

- Manufacturing of Surimi for 100 % export sales using local raw materials and imported chemicals, carton boxes and packing materials.

- Manufacturing of Fishmeal for 50% export and 50% local sales using local raw materials, imported chemicals, carton boxes, packing materials.

- Manufacturing of Seafood sticks for 100% export sales using local raw materials (surimi), imported chemicals, carton boxes, packing materials.

A.S.K. ANDAMAN LTD

SUMMARY OF FOREIGN INVESTMENT SCHEDULES

ANNEXURE 5

| | BUILDING | | PLANT, MACHINERY & EQUIPMENT | | TRANSPORTATION VEHICLES | | OFFICE EQUIPMENT | | RAW MATERIALS | | CASH | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | USD ('000) | REFERENCE | USD ('000) | REFERENCE | USD ('000) | REFERENCE | USD ('000) | REFERENCE | USD ('000) | REFERENCE | USD '000 | (USD '000) |
| YEAR 1 | 1,675 | (ANNEXURE 5/A-1) | 3,111 | (ANNEXURE 5/A-2) | 511 | (ANNEXURE 5/A-3) | 30 | (ANNEXURE 5/A-4) | 816 | (ANNEXURE 6) | 167 | 6,310 |
| YEAR 3 | 1,000 | (ANNEXURE 5/B-1) | 2,496 | (ANNEXURE 5/B-2) | 700 | (ANNEXURE 5/B-3) | - | | - | | | 4,196 |
| YEAR 5 | 1,842 | (ANNEXURE 5/C-1) | 5,898 | (ANNEXURE 5/C-2) | - | | - | | - | | | 7,740 |
| | 4,517 | | 11,505 | | 1,211 | | 30 | | 816 | | 167 | 18,246 |

Of the total investment sum of USD 18,246,000, USD 5,494,000 which consists of:

| | | USD '000 |
|---|---|---|
| Year 1 | Building | 1,675 |
| | Plant, Machinery & equipment | 3,111 |
| | Transportation Vehicles | 511 |
| | Office equipment | 30 |
| | Cash | 167 |
| | | 5,494 |

will be remitted via capital-in-kind. The balance sum of USD 12,752,000 which consists of

| | | USD '000 |
|---|---|---|
| Year 1 | Raw materials | 816 |
| Year 3 | Building | 1,000 |
| | Plant, Machinery & equipment | 2,496 |
| | Transportation Vehicles | 700 |
| Year 5 | Building | 1,842 |
| | Plant, Machinery & equipment | 5,898 |
| | | 12,752 |

will be financed via interest free loan from Texchem Food Sdn Bhd. Refer Loan Agreement under Annexure 13 for details

A.S.K. ANDAMAN LTD

PHASE 1 - BUILDING REQUIREMENTS (TO BE IMPORTED)

ANNEXURE 5/A-1

| SR. NO. | | PARTICULARS | UNIT OF MEASURE | QUANTITY | UNIT PRICE (USD'000) | TOTAL COST (USD'000) |
|---|---|---|---|---|---|---|
| A | | Factory buildings, external work and cutting and sorting area consists of:- | | | | |
| | 1 | Rebars | | | | |
| | | Y10 | TON | 5.000 | 0.392 | 2 |
| | | Y12 | TON | 15.000 | 0.380 | 6 |
| | | Y16 | TON | 85.000 | 0.370 | 31 |
| | | Y20 | TON | 21.000 | 0.370 | 8 |
| | | Y25 | TON | 20.000 | 0.370 | 7 |
| | | R6 | TON | 5.000 | 0.412 | 2 |
| | | R10 | TON | 25.000 | 0.392 | 10 |
| | 2 | Wire Mesh | | | | |
| | | BRC A8 | TON | 123.500 | 0.438 | 54 |
| | | BRC A10 | TON | 5.500 | 0.438 | 2 |
| | 3 | Steel Works | | | | |
| | | 203 x 203 x 46kg | TON | 2.191 | 0.478 | 1 |
| | | 406 x 178 x 54kg | TON | 60.853 | 0.478 | 29 |
| | | Bolts x 178 x 54kg | TON | 56.296 | 0.815 | 46 |
| | | 100 x 100 x 4mm SHS | TON | 65.498 | 0.634 | 42 |
| | | 90 x 90 x 3.2mm SHS | TON | 12.977 | 0.634 | 8 |
| | | 75 x 75 x 3.2mm SHS | TON | 0.250 | 0.634 | 0.16 |
| | | 70 x 70 x 3.2mm SHS | TON | 0.198 | 0.634 | 0.13 |
| | | 50 x 50 x 3.2mm SHS | TON | 15.000 | 0.510 | 7.7 |
| | | 75 x 75 x 6mm L | TON | 5.591 | 0.480 | 3 |
| | | 65 x 65 x 6mm L | TON | 21.617 | 0.480 | 10 |
| | | 38 x 38 x 6mm L | TON | 2.799 | 0.480 | 1 |
| | | 50 x 50 x 6mm L | TON | 2.498 | 0.480 | 1 |
| | | 12mm dia. Sag rod | TON | 1.619 | 0.500 | 1 |
| | | 150 x 65 x 20 x 4.0 C Chanel (g.i.) | TON | 45.311 | 0.630 | 29 |
| | | 250 x 75 x 20 x 4.0 C Chanel (g.i.) | TON | 2.895 | 0.630 | 2 |
| | | 200 x 75 x 20 x 3.2 C Chanel (g.i.) | TON | 4.407 | 0.630 | 3 |
| | 4 | Sika' Non-metallic floor hardener | TON | 62.000 | 0.230 | 14 |
| | 5 | Stainless Steel Sheets (3mm thick) | M2 | 1,000.000 | 0.038 | 38 |
| | 6 | Glass Wool (25 mm thick) | M2 | 14,000.000 | 0.0005 | 7 |
| | 7 | Sisalcraft' double-sided aluminium foils | M2 | 14,000.000 | 0.00035 | 5 |
| | 8 | Insulated Concrete Forms (expanded polystyrene panels) | M2 | 600.000 | 0.020 | 12 |
| | 9 | Coldroom panel (10mm thick) | M2 | 6,000.000 | 0.024 | 144 |
| | 10 | Spandek' Zincalume metal sheets (0.48 mm thick) | | | | |
| | | - roofing | M2 | 16,688.000 | 0.0087 | 145 |
| | | - cladding | M2 | 5,763.000 | 0.009 | 52 |
| | | - ridge cap (0.3mw) | M2 | 1,000.000 | 0.005 | 5 |
| | | - trimmers (0.15 mw) | M2 | 1,000.000 | 0.004 | 4 |
| B | | M& E<br>Consists of:- | | | | |
| | 1 | Air-cooled split units (from 1HP to 5 HP) | LOT | 1.000 | 20.000 | 20 |
| | 2 | Centrifugal Fans | UNIT | 2.000 | 5.000 | 10 |
| | 3 | Ventilation Fans | LOT | 1.000 | 5.000 | 5 |
| | 4 | G.I. Sheets for ducts (from 24 BG to 18 BG) | LOT | 1.000 | 25.000 | 25 |
| | 5 | Volume & Fire dampers | LOT | 1.000 | 10.000 | 10 |
| | 6 | Air registers & grilles | LOT | 1.000 | 5.000 | 5 |
| | 7 | Air Filters | LOT | 1.000 | 3.000 | 3 |

A.S.K. ANDAMAN LTD

PHASE 1 - BUILDING REQUIREMENTS (TO BE IMPORTED)

ANNEXURE 5/A-1

| SR. NO. | PARTICULARS | UNIT OF MEASURE | QUANTITY | UNIT PRICE (USD'000) | TOTAL COST (USD'000) |
|---|---|---|---|---|---|
| 8 | Coppers pipes & fittings (from 3/8 to 3/4 in.) | LOT | 1.000 | 3.000 | 3 |
| 9 | Foam rubber insulation | LOT | 1.000 | 2.000 | 2 |
| 10 | Filter dryers, refrigerant valve & sight glasses | LOT | 1.000 | 2.000 | 2 |
| 11 | Cold room compressors | UNIT | 6.000 | 8.330 | 50 |
| 12 | Centrifugal pumps | UNIT | 7.000 | 2.570 | 18 |
| 13 | Gate, globe & check valves, strainers & specials | LOT | 1.000 | 50.000 | 50 |
| 14 | Preinsulated steel pipes & fittings | LOT | 1.000 | 25.000 | 25 |
| 15 | Well Tube pumps | UNIT | 2.000 | 2.500 | 5 |
| 16 | HDPE PN 12.5 pipes & fittings | LOT | 1.000 | 20.000 | 20 |
| 17 | API steel pipes & fittings | LOT | 1.000 | 15.000 | 15 |
| 18 | Rockwool insulation | LOT | 1.000 | 5.000 | 5 |
| 19 | Modular steel tanks | LOT | 4.000 | 10.000 | 40 |
| 20 | Fuel gear pumps | UNIT | 2.000 | 1.500 | 3 |
| 21 | Electrical Boards (From 30 to 2000 Amps) | LOT | 1.000 | 60.000 | 60 |
| 22 | Starter/ Control panels | LOT | 1.000 | 30.000 | 30 |
| 23 | PVC Cables and wires (from 1.5 to 630 sq.mm) | LOT | 1.000 | 100.000 | 100 |
| 24 | Armoured PVC cables (from 2.5 to 630 sq.mm) | LOT | 1.000 | 60.000 | 60 |
| 25 | G.I. Trunking | LOT | 1.000 | 30.000 | 30 |
| 26 | Synchronising panel | UNIT | 1.000 | 40.000 | 40 |
| 27 | AMF Panel | UNIT | 3.000 | 5.000 | 15 |
| 28 | Switches & sockets (Water proof type) | LOT | 1.000 | 3.000 | 3 |
| 29 | Hi-bay light fittings | UNIT | 200.000 | 0.150 | 30 |
| 30 | Recessed fluorescent flg. | UNIT | 200.000 | 0.050 | 10 |
| 31 | Street latterns & G.I. Posts | UNIT | 50.000 | 0.500 | 25 |
| 32 | Weather Proof fluo flg. | UNIT | 300.000 | 0.027 | 8 |
| 33 | Emergency light fittings | UNIT | 80.000 | 0.063 | 5 |
| 34 | Lit 'Exit" signs | UNIT | 20.000 | 0.075 | 1.5 |
| 35 | Hose reel sets | UNIT | 20.000 | 0.250 | 5 |
| 36 | Fire alarm panel | UNIT | 1.000 | 7.000 | 7 |
| 37 | Heat detectors | UNIT | 300.000 | 0.050 | 15 |
| 38 | Break-glass | UNIT | 20.000 | 0.100 | 2 |
| 39 | Alarm bells | UNIT | 20.000 | 0.100 | 2 |
| 40 | Non-radioactive lightning conductor | UNIT | 1.000 | 7.000 | 7 |
| 41 | Galvanished steel pipes & fittings (from 25mm to 200 mm dia) | LOT | 1.000 | 100.000 | 100 |
| 1 | Wooden Jetty | UNIT | 1.000 | 72.000 | 72 |
| | TOTAL (A-C) | | | | 1,675 |

Note : Wood for Wooden Jetty will be purchased locally. Furthermore, any materials for the building requirements available in Myanmar will also be purchased locally.

A.S.K. ANDAMAN LTD

LOCAL BUILDING MATERIALS REQUIREMENTS

ANNEXURE 5/A-1

| SR. NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE USD | TOTAL COST USD | TOTAL COST KYATS, |
|---|---|---|---|---|---|---|
| 1 | CEMENT | BAG | 30,042 | 3.61 | 111,700.62 | 670,203.72 |
| 2 | SAND | SUD | 5,269 | 6.68 | 35,196.92 | 211,181.52 |
| 3 | AGGREGATES | SUD | 1,681 | 17.38 | 29,215.78 | 175,294.68 |
| 4 | HARDCORES | SUD | 865 | 13.37 | 11,565.05 | 69,390.30 |
| 5 | BRICKS | NO | 786,292 | 0.03 | 23,588.76 | 141,532.56 |
| 6 | BINDING WIRES | LB | 6,142 | 0.47 | 2,886.74 | 17,320.44 |
| 7 | FORM WORKS | TON | 116 | 106.95 | 12,406.20 | 74,437.20 |
| 8 | WIRE NAILS | LB | 3,102 | 0.40 | 1,240.80 | 7,444.80 |
| 9 | BAKAU PILES (150mm diameter) | NO | 21,855 | 1.34 | 29,285.70 | 175,714.20 |
| 10 | PVC PIPES (150mm diameter) | FR | 4,100 | 2.41 | 9,881.00 | 59,286.00 |
| 11 | EXMET | FR | 47,150 | 0.01 | 471.50 | 2,829.00 |
| 12 | ALUMINIUM WORK | FS | 6,135 | 5.26 | 32,270.10 | 193,620.60 |
| 13 | PVC CEILING | FS | 14,000 | 0.87 | 12,180.00 | 73,080.00 |
| 14 | GYPSUM BOARD CEILING ON ALUM T-SECTION | FS | 10,200 | 1.00 | 10,200.00 | 61,200.00 |
| 15 | TERRAZZO FLOORING | FS | 21,648 | 3.16 | 68,401.36 | 410,408.16 |
| 16 | FLOOR TILES | FS | 6,643 | 0.60 | 3,985.80 | 23,914.80 |
| 17 | WALL TILES | FS | 3,981 | 0.60 | 2,388.60 | 14,331.60 |
| 18 | ACRYLIC PAINT | GAL | 730 | 9.36 | 6,832.80 | 40,996.80 |
| 19 | SANITARY PLUMBER | LS | 1 | 25,000.00 | 25,000.00 | 150,000.00 |
| 20 | SEWAGE SYSTEM | LS | 1 | 50,000.00 | 50,000.00 | 300,000.00 |
| 21 | DOORS & SHUTTERS | LS | 1 | 40,000.00 | 40,000.00 | 240,000.00 |
| 22 | STAILESS STEEL HANDRIAL | NO | 3 | 1,500.00 | 4,500.00 | 27,000.00 |
| 23 | STEEL GRATINGS | LS | 1 | 18,000.00 | 18,000.00 | 108,000.00 |
| 24 | G.I. GUTTERS | FR | 1,365 | 6.58 | 8,981.70 | 53,890.20 |
| 25 | MS BASE PLATES | TON | 10 | 935.79 | 9,357.90 | 56,147.40 |
| | TOTAL | | | | 559,537.33 | 3,357,223.98 |

EXCHANGE RATE : 1 USD = KYATS 6

A.S.K. ANDAMAN LTD

PHASE 1 - PLANT, MACHINERY & EQUIPMENT (TO BE IMPORTED)

ANNEXURE 5A-2

| SR. NO. | | PARTICULARS | UNIT OF MEASURE | QUANTITY | UNIT PRICE (USD'000) | TOTAL COST (USD'000) |
|---|---|---|---|---|---|---|
| A | 1 | Surimi Plant (20 MT output/ day) | UNIT | 1 | 923 | 923 |
| | 2 | SURIMI ANCILLARY EQUIPMENTS | | | | |
| | | Tables, knives, containers, and boots | UNIT | 1000 | 0.05 | 50 |
| | | Tables, weighers, containers and pans | UNIT | 1000 | 0.0605 | 60.5 |
| | | Laboratory equipment for Surimi | | | | |
| | | - Stephan Cutter - Lab scale (7kg) mixer for Kamaboko | UNIT | 1 | 35 | 35 |
| | | - Rheotex Meter - to test gel strength | UNIT | 1 | 26 | 26 |
| | | - Chroma Meter (Minolta CR-300) - to test whiteness | UNIT | 1 | 35 | 35 |
| | | - PH Meter | UNIT | 1 | 3 | 3 |
| | | - Moisture meter | UNIT | 1 | 16 | 16 |
| | | Protein analyser | | | | |
| | | - Fat Content - Soxhlet Extraction | UNIT | 1 | 3.5 | 3.5 |
| | | - Ash Content - Furnace | UNIT | 1 | 15 | 15 |
| | | - Moisture Content - oven | UNIT | 1 | 5 | 5 |
| | | - Protein Content/ Digestibility - Kjeldahl apparatus (500 ml) | UNIT | 1 | 9 | 9 |
| | | - FFA - Titration Method (burette, flask etc.) | UNIT | 1 | 1 | 1 |
| | 3 | Refrigeration Plant System | | | | |
| | a | Contact Freezers Refrigeration System (1.5 ton for 2.5 hours) | UNIT | 2 | 110 | 220 |
| | b | Chilled Water System (100 ton over 12 hours from 30 to 10 deg c) | UNIT | 2 | 74 | 148 |
| | 4 | Cold room (1000 ton capacity) | UNIT | 1 | 376 | 376 |
| | 5 | Fishmeal Plant (120 MT input/ 24 hours) | UNIT | 1 | 553 | 553 |
| | 6 | Boiler (6000kgs per hour) | UNIT | [illegible] | 194 | 194 |
| | 7 | <u>Generators Set & Installation</u> | | | | |
| | | 600 KVA generator sets | UNIT | [illegible] | 57 | 171 |
| | | Installation cost | | | 57 | 57 |
| | 8 | <u>Mechanical Waste Water Treatment Plant equipment</u> (100 tons water per day) | LOT | 1 | 200 | 200 |
| | 9 | <u>3 ton vertical blenders</u> | UNIT | 5 | 2 | 10 |
| | | TOTAL | | | | 3,111 |

A.S.K. ANDAMAN LTD

PHASE 1 - TRANSPORTATION VEHICLES (TO BE IMPORTED) ANNEXURE 5A-3

| SR. NO. | PARTICULARS | UNIT OF MEASURE | QUANTITY | UNIT PRICE (USD'000) | TOTAL COST (USD'000) | |
|---|---|---|---|---|---|---|
| A | Wooden Carrier Boat | UNIT | 1 | 318.0 | 318 | |
| B | Jet Cleaners | UNIT | 10 | 1.2 | 12 | |
| C | Battery forklift | UNIT | 2 | 11.0 | 22 | |
| D | Diesel Forklift | UNIT | 2 | 7.7 | 15 | Imported |
| E | Metal detectors | UNIT | 1 | 15.4 | 15 | |
| F | Batteries for forklift | UNIT | 2 | 5.0 | 10 | Imported |
| G | Pick-up Lorries for transportation of goods<br>1998 & above model, 2000 cc | UNIT | 2 | 15.0 | 30 | |
| H | Refrigerator trucks<br>1998 & above model, 6-9 ton | UNIT | 3 | 13.5 | 41 | Imported |
| I | Lift Trucks<br>1998 & above model, maximum capacity : 5 ton<br>2 units for daily operation and I unit for spare/ reserve | UNIT | 3 | 16.0 | 48 | Imported 2 units. |
| | TOTAL (A TO I) | | | | 511 | |

A.S.K. ANDAMAN LTD

PHASE 1 - OFFICE EQUIPMENT (TO BE IMPORTED) ANNEXURE 5/A-4

| SR. NO. | | PARTICULARS | UNIT OF MEASURE | QUANTITY | UNIT PRICE (USD'000) | TOTAL COST (USD'000) |
|---|---|---|---|---|---|---|
| A | 1 | Keyphone system (20 extensions) | UNIT | 1 | 3.58 | 3.58 |
| | 2 | Photocopier | UNIT | 1 | 1.45 | 1.45 |
| | 3 | Fax Machine | UNIT | 1 | 0.20 | 0.20 |
| | 4 | Desktop computer | UNIT | 5 | 0.87 | 4.35 |
| | 5 | Printers | UNIT | 3 | 0.14 | 0.42 |
| B | 1 | Computer software | UNIT | 5 | 4.00 | 20.00 |
| | | TOTAL (A-B) | | | | 30.00 |

A.S.K. ANDAMAN LTD

PHASE 2 - BUILDING REQUIREMENTS

ANNEXURE 5/B-1

| SR. NO. | | PARTICULARS | UNIT OF MEASURE | QUANTITY | UNIT PRICE (USD'000) | TOTAL COST (USD'000) |
|---|---|---|---|---|---|---|
| A | 1 | Concrete Jetty | UNIT | 1 | 1,000 | 1,000 |

A.S.K. ANDAMAN LTD

PHASE 2 - PLANT, MACHINERY & EQUIPMENT (TO BE IMPORTED) ANNEXURE 5/B-2

| SR. NO. | | PARTICULARS | UNIT OF MEASURE | QUANTITY | UNIT PRICE (USD'000) | TOTAL COST (USD'000) |
|---|---|---|---|---|---|---|
| A | 1 | Surimi Plant (40 MT output/ day) | UNIT | 1 | 1,888 | 1,888 |
| | 2 | Fishmeal Plant (120 MT input/ 24 hours) | UNIT | 1 | 608 | 608 |
| | | TOTAL (A1-A2) | | | | 2,496 |

A.S.K. ANDAMAN LTD

PHASE 3 - TRANSPORTATION VEHICLES (TO BE IMPORTED) ANNEXURE 5/B-3

| SR. NO. | | PARTICULARS | UNIT OF MEASURE | QUANTITY | UNIT PRICE (USD'000) | TOTAL COST (USD'000) |
|---|---|---|---|---|---|---|
| A | 1 | Wooden carrier boat (250 GRT to 600 GRT) | UNIT | 2 | 350 | 700 |

A.S.K. ANDAMAN LTD

PHASE 3 - BUILDING REQUIREMENTS

ANNEXURE 5/C-1

| SR. NO. | | PARTICULARS | UNIT OF MEASURE | QUANTITY | UNIT PRICE (USD'000) | TOTAL COST (USD'000) |
|---|---|---|---|---|---|---|
| A | 1 | Seafood Sticks Processing plant building<br>- Production Buidling (4,000 sq meter)<br>- Warehouse (2,000 sq meter)<br>- Utility ( 500 sq meter)<br>- Cold Room ( 500 sq meter)<br>- Office ( 500 sq meter)<br>- Laboratory & Canteen ( 500 sq meter)<br>Subtotal | UNIT | 1 | 1,053 | 1,053 |
| B | 1 | Reinforced concrete jetty | UNIT | 1 | 789 | 789 |
| | | TOTAL (A-B) | | | | 1,842 |

A.S.K. ANDAMAN LTD

PHASE 3 - PLANT, MACHINERY & EQUIPMENT (TO BE IMPORTED)

ANNEXURE 5/C-2

| SR. NO. | | PARTICULARS | UNIT OF MEASURE | QUANTITY | UNIT PRICE (USD'000) | TOTAL COST (USD'000) |
|---|---|---|---|---|---|---|
| A | | Plant & Machinery | | | | |
| | 1 | Ball Cutter | UNIT | 1 | 263 | 263 |
| | 2 | Silent Cutter | UNIT | 1 | 69 | 69 |
| | 3 | Forming Machine: | | | | |
| | | Filament Sticks Forming Machine | UNIT | 1 | 1,053 | 1,053 |
| | | Moulded Product Forming Machine | UNIT | 1 | 789 | 789 |
| | 4 | Sterilising and Chiller Machine | UNIT | 2 | 237 | 474 |
| | 5 | IQF Machine | | | | |
| | a | 1MT/ hour | UNIT | 2 | 395 | 790 |
| | b | 0.7 MT/hour | UNIT | 1 | 263 | 263 |
| | 6 | Deef Draw Vacuum Pack Machine | UNIT | 2 | 158 | 316 |
| | 7 | Clean Booth | UNIT | 1 | 53 | 53 |
| | 8 | Cold Room | | | | |
| | a | Cold room (1000 ton capacity) | UNIT | 1 | 376 | 376 |
| | b | Chilled Water System (100 ton over 12 hours from 30 to 10 deg c) | UNIT | 2 | 74 | 148 |
| | 9 | Boiler (6000kgs per hour) | UNIT | 1 | 194 | 194 |
| | 10 | Compressor | UNIT | 1 | 132 | 132 |
| | 11 | Waste Water Treatment Plant | UNIT | 1 | 263 | 263 |
| | 12 | Electrical Installation | UNIT | 1 | 263 | 263 |
| B | 1 | Generators Set & Installation | | | | |
| | a | 600 KVA generator sets | UNIT | 3 | 57 | 171 |
| | b | Installation cost | UNIT | 1 | 57 | 57 |
| C | | Fuel Storage System ✓ | UNIT | 1 | 26 | 26 |
| D | | Materials Handling Equipment | UNIT | 1 | 66 | 66 |
| E | | Air Conditioners | UNIT | 1 | 132 | 132 |
| | | TOTAL (A - E) | | | | 5,898 |

## A.S.K. ANDAMAN LTD

ANNUAL RAW MATERIALS REQUIREMENT

ANNEXURE 6

| | PARTICULARS | UNIT PRICE (USD) | UNIT OF MEASURE | YEAR 1 | | YEAR 2 | | YEAR 3 | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | QUANTITY | USD | QUANTITY | USD | QUANTITY | USD |
| 1 | DIESEL - FISHMEAL PLANT | 245 | TON | 1,386.35 | 339,656 | 1,663.75 | 407,618 | 2,772.70 | 679,311 |
| 2 | DIESEL - GEN SETS | 245 | TON | 693.88 | 170,000 | 763.27 | 187,000 | 844.90 | 207,000 |
| 3 | AMMONIA GAS | 526 | TON | 1.90 | 1,000 | 1.90 | 1,000 | 1.90 | 1,000 |
| 4 | PLASTIC RESIN | 550 | TON | 64.73 | 35,599 | 81.65 | 44,905 | 149.31 | 82,118 |
| 5 | CARTON BOXES | 0.030 | PCS | 1,446,900.00 | 43,407 | 1,929,200.00 | 57,876 | 3,858,400.00 | 115,752 |
| 6 | SUGAR/ SORBITOL | 800.00 | TON | 229.00 | 183,200 | 306.00 | 244,800 | 612.00 | 489,600 |
| 7 | HYPOCLORIDE CLEANING LIQUID | 7.00 | DRUM | 36.00 | 252 | 60.00 | 420 | 90.00 | 630 |
| 8 | FISHING ROPE | 700.00 | TON | 61.65 | 43,155 | 82.08 | 57,456 | 164.46 | 115,122 |
| | | | | | 816,269 | | 1,001,075 | | 1,690,533 |

Note : The above mentioned Sr. No.1 & 2 Diesel for Fishmeal Plant & Diesel for Gensets will be purchased locally from the Government.

Sr. No.3 to 8 are to be imported.

**A.S.K. ANDAMAN LTD**

**ANNUAL RAW MATERIALS REQUIREMENT**

**ANNEXURE 6**

| | PARTICULARS | YEAR 4 | | YEAR 5 | | YEAR 6 | | YEAR 7 | |
|---|---|---|---|---|---|---|---|---|---|
| | | QUANTITY | USD | QUANTITY | USD | QUANTITY | USD | QUANTITY | USD |
| 1 | DIESEL - FISHMEAL PLANT | 3,050.10 | 747,274 | 3,327.18 | 815,158 | 3,327.18 | 815,158 | 3,327.18 | 815,158 |
| 2 | DIESEL - GEN SETS | 926.53 | 227,000 | 2,040.82 | 500,000 | 2,244.90 | 550,000 | 2,469.39 | 605,000 |
| 3 | AMMONIA GAS | 1.90 | 1,000 | 1.90 | 1,000 | 1.90 | 1,000 | 1.90 | 1,000 |
| 4 | PLASTIC RESIN | 176.15 | 96,884 | 202.99 | 111,645 | 202.99 | 111,645 | 202.99 | 111,645 |
| 5 | CARTON BOXES | 4,823,000.00 | 144,690 | 5,787,600.00 | 173,628 | 5,787,600.00 | 173,628 | 5,787,600.00 | 173,628 |
| 6 | SUGAR/ SORBITOL | 764.00 | 611,200 | 917.00 | 733,600 | 917.00 | 733,600 | 917.00 | 733,600 |
| 7 | HYPOCLORIDE CLEANING LIQUID | 120.00 | 4,320 | 150.00 | 1,050 | 150.00 | 1,050 | 150.00 | 1,050 |
| 8 | FISHING ROPE | 200.53 | 140,370 | 246.54 | 172,578 | 246.54 | 172,578 | 246.54 | 172,578 |
| | | | 1,972,738 | | 2,508,659 | | 2,558,659 | | 2,613,659 |

Note : The above mentioned Sr. No.1 & 2 Diesel for Fishmeal Plant & Diesel for Gensets will be purchased locally from the Government.

Sr. No.3 to 8 are to be imported.

**A.S.K. ANDAMAN LTD**

**ANNUAL RAW MATERIALS REQUIREMENT**

ANNEXURE 6

| | PARTICULARS | YEAR 8 | | YEAR 9 | | YEAR 10 | |
|---|---|---|---|---|---|---|---|
| | | QUANTITY | USD | QUANTITY | USD | QUANTITY | USD |
| 1 | DIESEL - FISHMEAL PLANT | 3,327.18 | 815,158 | 3,327.18 | 815,158 | 3,327.18 | 815,158 |
| 2 | DIESEL - GEN SETS | 2,716.33 | 665,500 | 2,987.96 | 732,050 | 3,286.76 | 805,256 |
| 3 | AMMONIA GAS | 1.90 | 1,000 | 1.90 | 1,000 | 1.90 | 1,000 |
| 4 | PLASTIC RESIN | 202.99 | 111,645 | 202.99 | 111,645 | 202.99 | 111,645 |
| 5 | CARTON BOXES | 5,787,600.00 | 173,628 | 5,787,600.00 | 173,628 | 5,787,600.00 | 173,628 |
| 6 | SUGAR/ SORBITOL | 917.00 | 733,600 | 917.00 | 733,600 | 917.00 | 733,600 |
| 7 | HYPOCLORIDE CLEANING LIQUID | 150.00 | 1,050 | 150.00 | 1,050 | 150.00 | 1,050 |
| 8 | FISHING ROPE | 246.54 | 172,578 | 246.54 | 172,578 | 246.54 | 172,578 |
| | | | 2,674,159 | | 2,740,709 | | 2,813,915 |

Note : The above mentioned Sr. No.1 & 2 Diesel for Fishmeal Plant & Diesel for Gensets will be purchased locally from the Government.

Sr. No.3 to 8 are to be imported.

**A.S.K. ANDAMAN LTD** **ANNEXURE 6**

**ANNUAL RAW MATERIALS REQUIREMENT**

| | PARTICULARS | UNIT PRICE | UNIT OF MEASURE | YEAR 1 | | YEAR 2 | | YEAR 3 | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | QUANTITY | KYATS | QUANTITY | KYATS | QUANTITY | KYATS |
| 1 | RAW MATERIALS - FISH FOR SURIMI | 71,000 | TON | 14,243.48 | 1,011,286,938 | 18,991.30 | 1,348,382,584 | 37,982.61 | 2,696,765,239 |
| 2 | RAW MATERIALS - FISH FOR FISHMEAL | 12,000 | TON | 17,472.00 | 209,664,000 | 20,968.00 | 251,616,000 | 34,944.00 | 419,328,000 |
| | | | | | 1,220,950,938 | | 1,599,998,584 | | 3,116,093,239 |

**A.S.K. ANDAMAN LTD**

**ANNUAL RAW MATERIALS REQUIREMENT**

**ANNEXURE 6**

| | PARTICULARS | YEAR 4 | | YEAR 5 | | YEAR 6 | | YEAR 7 | |
|---|---|---|---|---|---|---|---|---|---|
| | | QUANTITY | KYATS | QUANTITY | KYATS | QUANTITY | KYATS | QUANTITY | KYATS |
| 1 | RAW MATERIALS - FISH FOR SURIMI | 47,478.26 | 3,370,956,531 | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 |
| 2 | RAW MATERIALS - FISH FOR FISHMEAL | 38,440.00 | 461,280,000 | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 |
| | | | 3,832,236,531 | | 4,548,331,823 | | 4,548,331,823 | | 4,548,331,823 |

**A.S.K. ANDAMAN LTD**

**ANNUAL RAW MATERIALS REQUIREMENT**

**ANNEXURE 6**

| | PARTICULARS | YEAR 4 | | YEAR 5 | | YEAR 6 | | YEAR 7 | |
|---|---|---|---|---|---|---|---|---|---|
| | | QUANTITY | KYATS | QUANTITY | KYATS | QUANTITY | KYATS | QUANTITY | KYATS |
| 1 | RAW MATERIALS - FISH FOR SURIMI | 47,478.26 | 3,370,956,531 | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 |
| 2 | RAW MATERIALS - FISH FOR FISHMEAL | 38,440.00 | 461,280,000 | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 |
| | | | 3,832,236,531 | | 4,548,331,823 | | 4,548,331,823 | | 4,548,331,823 |

**A.S.K. ANDAMAN LTD** **ANNEXURE 6**

**ANNUAL RAW MATERIALS REQUIREMENT**

| | PARTICULARS | YEAR 4 | | YEAR 5 | | YEAR 6 | | YEAR 7 | |
|---|---|---|---|---|---|---|---|---|---|
| | | QUANTITY | KYATS | QUANTITY | KYATS | QUANTITY | KYATS | QUANTITY | KYATS |
| 1 | RAW MATERIALS - FISH FOR SURIMI | 47,478.26 | 3,370,956,531 | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 |
| 2 | RAW MATERIALS - FISH FOR FISHMEAL | 38,440.00 | 461,280,000 | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 |
| | | | 3,832,236,531 | | 4,548,331,823 | | 4,548,331,823 | | 4,548,331,823 |

**A.S.K. ANDAMAN LTD**

**ANNUAL RAW MATERIALS REQUIREMENT**

**ANNEXURE 6**

| | PARTICULARS | YEAR 8 | | YEAR 9 | | YEAR 10 | |
|---|---|---|---|---|---|---|---|
| | | QUANTITY | KYATS | QUANTITY | KYATS | QUANTITY | KYATS |
| 1 | RAW MATERIALS - FISH FOR SURIMI | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 |
| 2 | RAW MATERIALS - FISH FOR FISHMEAL | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 |
| | | | 4,548,331,823 | | 4,548,331,823 | | 4,548,331,823 |

## A.S.K. ANDAMAN LTD

**ANNEXURE 6**

### ANNUAL RAW MATERIALS REQUIREMENT

| | PARTICULARS | YEAR 8 | | YEAR 9 | | YEAR 10 | |
|---|---|---|---|---|---|---|---|
| | | QUANTITY | KYATS | QUANTITY | KYATS | QUANTITY | KYATS |
| 1 | RAW MATERIALS - FISH FOR SURIMI | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 |
| 2 | RAW MATERIALS - FISH FOR FISHMEAL | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 |
| | | | 4,548,331,823 | | 4,548,331,823 | | 4,548,331,823 |

## A.S.K. ANDAMAN LTD

ANNEXURE 6

## ANNUAL RAW MATERIALS REQUIREMENT

| | PARTICULARS | YEAR 8 | | YEAR 9 | | YEAR 10 | |
|---|---|---|---|---|---|---|---|
| | | QUANTITY | KYATS | QUANTITY | KYATS | QUANTITY | KYATS |
| 1 | RAW MATERIALS - FISH FOR SURIMI | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 | 56,973.91 | 4,045,147,823 |
| 2 | RAW MATERIALS - FISH FOR FISHMEAL | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 | 41,932.00 | 503,184,000 |
| | | | 4,548,331,823 | | 4,548,331,823 | | 4,548,331,823 |

## A.S.K. ANDAMAN LTD
## PROJECTED PRODUCTION & EXPORT SALE

ANNEXURE 7

| PARTICULARS | UNITS | YEAR | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| PRODUCTION QUANTITY | | | | | | | | | | | |
| SURIMI | | | | | | | | | | | |
| GRADE A | TON | 1,310 | 1,747 | 3,494 | 4,368 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| GRADE B | TON | 983 | 1,310 | 2,621 | 3,276 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 |
| GRADE C | TON | 983 | 1,310 | 2,621 | 3,276 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 |
| SUB-TOTAL | | 3,276 | 4,367 | 8,736 | 10,920 | 13,104 | 13,104 | 13,104 | 13,104 | 13,104 | 13,104 |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | TON | 1,092 | 1,311 | 2,184 | 2,403 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 |
| GRADE B | TON | 1,092 | 1,311 | 2,184 | 2,403 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 |
| SUB-TOTAL | | 2,184 | 2,622 | 4,368 | 4,806 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| SEAFOOD STICKS | | | | | | | | | | | |
| SEAFOOD STICKS | TON | - | - | - | - | 3,200 | 3,520 | 3,872 | 4,259 | 4,685 | 5,000 |
| SUB-TOTAL | | - | - | - | - | 3,200 | 3,520 | 3,872 | 4,259 | 4,685 | 5,000 |
| TOTAL | TON | 5,460 | 6,989 | 13,104 | 15,726 | 21,546 | 21,866 | 22,218 | 22,605 | 23,031 | 23,346 |
| SELLING PRICE | | | | | | | | | | | |
| SURIMI | | | | | | | | | | | |
| GRADE A | USD/TON | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 |
| GRADE B | USD/TON | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| GRADE C | USD/TON | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | USD/TON | 420 | 420 | 420 | 420 | 420 | 420 | 420 | 420 | 420 | 420 |
| GRADE B | USD/TON | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 |
| SEAFOOD STICKS | | | | | | | | | | | |
| SEAFOOD STICKS | USD/TON | - | - | - | - | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 |
| SALES | | | | | | | | | | | |
| SURIMI | | | | | | | | | | | |
| GRADE A | USD | 1,572,000 | 2,096,400 | 4,192,800 | 5,241,600 | 6,290,400 | 6,290,400 | 6,290,400 | 6,290,400 | 6,290,400 | 6,290,400 |
| GRADE B | USD | 983,000 | 1,310,000 | 2,621,000 | 3,276,000 | 3,931,000 | 3,931,000 | 3,931,000 | 3,931,000 | 3,931,000 | 3,931,000 |
| GRADE C | USD | 786,400 | 1,048,000 | 2,096,800 | 2,620,800 | 3,144,800 | 3,144,800 | 3,144,800 | 3,144,800 | 3,144,800 | 3,144,800 |
| SUB-TOTAL | USD | 3,341,400 | 4,454,400 | 8,910,600 | 11,138,400 | 13,366,200 | 13,366,200 | 13,366,200 | 13,366,200 | 13,366,200 | 13,366,200 |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | USD | 458,640 | 550,620 | 917,280 | 1,009,260 | 1,100,820 | 1,100,820 | 1,100,820 | 1,100,820 | 1,100,820 | 1,100,820 |
| GRADE B | USD | 382,200 | 458,850 | 764,400 | 841,050 | 917,350 | 917,350 | 917,350 | 917,350 | 917,350 | 917,350 |
| SUB-TOTAL | USD | 840,840 | 1,009,470 | 1,681,680 | 1,850,310 | 2,018,170 | 2,018,170 | 2,018,170 | 2,018,170 | 2,018,170 | 2,018,170 |
| SEAFOOD STICKS | | | | | | | | | | | |
| SEAFOOD STICKS | USD | - | - | - | - | 11,200,000 | 12,320,000 | 13,552,000 | 14,906,500 | 16,397,500 | 17,500,000 |
| SUB-TOTAL | USD | - | - | - | - | 11,200,000 | 12,320,000 | 13,552,000 | 14,906,500 | 16,397,500 | 17,500,000 |
| TOTAL | | 4,182,240 | 5,463,870 | 10,592,280 | 12,988,710 | 26,584,370 | 27,704,370 | 28,936,370 | 30,290,870 | 31,781,870 | 32,884,370 |

ANNEXURE 7

## A.S.K. ANDAMAN LTD
## PROJECTED PRODUCTION & EXPORT SALE

| PARTICULARS | UNITS | YEAR | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| PRODUCTION QUANTITY | | | | | | | | | | | |
| SURIMI | | | | | | | | | | | |
| GRADE A | TON | 1,310 | 1,747 | 3,494 | 4,368 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| GRADE B | TON | 983 | 1,310 | 2,621 | 3,276 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 |
| GRADE C | TON | 983 | 1,310 | 2,621 | 3,276 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 |
| SUB-TOTAL | | 3,276 | 4,367 | 8,736 | 10,920 | 13,104 | 13,104 | 13,104 | 13,104 | 13,104 | 13,104 |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | TON | 1,092 | 1,311 | 2,184 | 2,403 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 |
| GRADE B | TON | 1,092 | 1,311 | 2,184 | 2,403 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 |
| SUB-TOTAL | | 2,184 | 2,622 | 4,368 | 4,806 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| SEAFOOD STICKS | | | | | | | | | | | |
| SEAFOOD STICKS | TON | - | - | - | - | 3,200 | 3,520 | 3,872 | 4,259 | 4,685 | 5,000 |
| SUB-TOTAL | | - | - | - | - | 3,200 | 3,520 | 3,872 | 4,259 | 4,685 | 5,000 |
| TOTAL | TON | 5,460 | 6,989 | 13,104 | 15,726 | 21,546 | 21,866 | 22,218 | 22,605 | 23,031 | 23,346 |
| SELLING PRICE | | | | | | | | | | | |
| SURIMI | | | | | | | | | | | |
| GRADE A | USD/TON | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 |
| GRADE B | USD/TON | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| GRADE C | USD/TON | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | USD/TON | 420 | 420 | 420 | 420 | 420 | 420 | 420 | 420 | 420 | 420 |
| GRADE B | USD/TON | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 |
| SEAFOOD STICKS | | | | | | | | | | | |
| SEAFOOD STICKS | USD/TON | - | - | - | - | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 |
| SALES | | | | | | | | | | | |
| SURIMI | | | | | | | | | | | |
| GRADE A | USD | 1,572,000 | 2,096,400 | 4,192,800 | 5,241,600 | 6,290,400 | 6,290,400 | 6,290,400 | 6,290,400 | 6,290,400 | 6,290,400 |
| GRADE B | USD | 983,000 | 1,310,000 | 2,621,000 | 3,276,000 | 3,931,000 | 3,931,000 | 3,931,000 | 3,931,000 | 3,931,000 | 3,931,000 |
| GRADE C | USD | 786,400 | 1,048,000 | 2,096,800 | 2,620,800 | 3,144,800 | 3,144,800 | 3,144,800 | 3,144,800 | 3,144,800 | 3,144,800 |
| SUB-TOTAL | USD | 3,341,400 | 4,454,400 | 8,910,600 | 11,138,400 | 13,366,200 | 13,366,200 | 13,366,200 | 13,366,200 | 13,366,200 | 13,366,200 |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | USD | 458,640 | 550,620 | 917,280 | 1,009,260 | 1,100,820 | 1,100,820 | 1,100,820 | 1,100,820 | 1,100,820 | 1,100,820 |
| GRADE B | USD | 382,200 | 458,850 | 764,400 | 841,050 | 917,350 | 917,350 | 917,350 | 917,350 | 917,350 | 917,350 |
| SUB-TOTAL | USD | 840,840 | 1,009,470 | 1,681,680 | 1,850,310 | 2,018,170 | 2,018,170 | 2,018,170 | 2,018,170 | 2,018,170 | 2,018,170 |
| SEAFOOD STICKS | | | | | | | | | | | |
| SEAFOOD STICKS | USD | - | - | - | - | 11,200,000 | 12,320,000 | 13,552,000 | 14,906,500 | 16,397,500 | 17,500,000 |
| SUB-TOTAL | USD | - | - | - | - | 11,200,000 | 12,320,000 | 13,552,000 | 14,906,500 | 16,397,500 | 17,500,000 |
| TOTAL | | 4,182,240 | 5,463,870 | 10,592,280 | 12,988,710 | 26,584,370 | 27,704,370 | 28,936,370 | 30,290,870 | 31,781,870 | 32,884,370 |

A.S.K. ANDAMAN LTD

PROJECTED PRODUCTION & EXPORT SALE

ANNEXURE 7

| PARTICULARS | UNITS | YEAR | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| PRODUCTION QUANTITY | | | | | | | | | | | |
| SURIMI | | | | | | | | | | | |
| GRADE A | TON | 1,310 | 1,747 | 3,494 | 4,368 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| GRADE B | TON | 983 | 1,310 | 2,621 | 3,276 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 |
| GRADE C | TON | 983 | 1,310 | 2,621 | 3,276 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 | 3,931 |
| SUB-TOTAL | | 3,276 | 4,367 | 8,736 | 10,920 | 13,104 | 13,104 | 13,104 | 13,104 | 13,104 | 13,104 |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | TON | 1,092 | 1,311 | 2,184 | 2,403 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 |
| GRADE B | TON | 1,092 | 1,311 | 2,184 | 2,403 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 | 2,621 |
| SUB-TOTAL | | 2,184 | 2,622 | 4,368 | 4,806 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| SEAFOOD STICKS | | | | | | | | | | | |
| SEAFOOD STICKS | TON | - | - | - | - | 3,200 | 3,520 | 3,872 | 4,259 | 4,685 | 5,000 |
| SUB-TOTAL | | - | - | - | - | 3,200 | 3,520 | 3,872 | 4,259 | 4,685 | 5,000 |
| TOTAL | TON | 5,460 | 6,989 | 13,104 | 15,726 | 21,546 | 21,866 | 22,218 | 22,605 | 23,031 | 23,346 |
| SELLING PRICE | | | | | | | | | | | |
| SURIMI | | | | | | | | | | | |
| GRADE A | USD/TON | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 |
| GRADE B | USD/TON | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| GRADE C | USD/TON | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | USD/TON | 420 | 420 | 420 | 420 | 420 | 420 | 420 | 420 | 420 | 420 |
| GRADE B | USD/TON | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 |
| SEAFOOD STICKS | | | | | | | | | | | |
| SEAFOOD STICKS | USD/TON | - | - | - | - | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 | 3,500 |
| SALES | | | | | | | | | | | |
| SURIMI | | | | | | | | | | | |
| GRADE A | USD | 1,572,000 | 2,096,400 | 4,192,800 | 5,241,600 | 6,290,400 | 6,290,400 | 6,290,400 | 6,290,400 | 6,290,400 | 6,290,400 |
| GRADE B | USD | 983,000 | 1,310,000 | 2,621,000 | 3,276,000 | 3,931,000 | 3,931,000 | 3,931,000 | 3,931,000 | 3,931,000 | 3,931,000 |
| GRADE C | USD | 786,400 | 1,048,000 | 2,096,800 | 2,620,800 | 3,144,800 | 3,144,800 | 3,144,800 | 3,144,800 | 3,144,800 | 3,144,800 |
| SUB-TOTAL | USD | 3,341,400 | 4,454,400 | 8,910,600 | 11,138,400 | 13,366,200 | 13,366,200 | 13,366,200 | 13,366,200 | 13,366,200 | 13,366,200 |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | USD | 458,640 | 550,620 | 917,280 | 1,009,260 | 1,100,820 | 1,100,820 | 1,100,820 | 1,100,820 | 1,100,820 | 1,100,820 |
| GRADE B | USD | 382,200 | 458,850 | 764,400 | 841,050 | 917,350 | 917,350 | 917,350 | 917,350 | 917,350 | 917,350 |
| SUB-TOTAL | USD | 840,840 | 1,009,470 | 1,681,680 | 1,850,310 | 2,018,170 | 2,018,170 | 2,018,170 | 2,018,170 | 2,018,170 | 2,018,170 |
| SEAFOOD STICKS | | | | | | | | | | | |
| SEAFOOD STICKS | USD | - | - | - | - | 11,200,000 | 12,320,000 | 13,552,000 | 14,906,500 | 16,397,500 | 17,500,000 |
| SUB-TOTAL | USD | - | - | - | - | 11,200,000 | 12,320,000 | 13,552,000 | 14,906,500 | 16,397,500 | 17,500,000 |
| TOTAL | | 4,182,240 | 5,463,870 | 10,592,280 | 12,988,710 | 26,584,370 | 27,704,370 | 28,936,370 | 30,290,870 | 31,781,870 | 32,884,370 |

**A.S.K. ANDAMAN LTD**

**PROJECTED PRODUCTION & LOCAL SALES**

ANNEXURE 7

| PARTICULARS | UNITS | YEAR | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| PRODUCTION QUANTITY | | | | | | | | | | | |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | TON | 2,184 | 2,621 | 4,368 | 4,805 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| SUB-TOTAL | TON | 2,184 | 2,621 | 4,368 | 4,805 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| TOTAL | TON | 2,184 | 2,621 | 4,368 | 4,805 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| SELLING PRICE | | | | | | | | | | | |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | KYATS '000/TON | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 |
| SALES | | | | | | | | | | | |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | KYATS '000 | 982,800 | 1,179,450 | 1,965,600 | 2,162,250 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 |
| SUB-TOTAL | KYATS '000 | 982,800 | 1,179,450 | 1,965,600 | 2,162,250 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 |
| TOTAL | KYATS '000 | 982,800 | 1,179,450 | 1,965,600 | 2,162,250 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 |

**A.S.K. ANDAMAN LTD**

**PROJECTED PRODUCTION & LOCAL SALES**

ANNEXURE 7

| PARTICULARS | UNITS | YEAR | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| PRODUCTION QUANTITY | | | | | | | | | | | |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | TON | 2,184 | 2,621 | 4,368 | 4,805 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| SUB-TOTAL | TON | 2,184 | 2,621 | 4,368 | 4,805 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| TOTAL | TON | 2,184 | 2,621 | 4,368 | 4,805 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| SELLING PRICE | | | | | | | | | | | |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | KYATS '000/TON | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 |
| SALES | | | | | | | | | | | |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | KYATS '000 | 982,800 | 1,179,450 | 1,965,600 | 2,162,250 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 |
| SUB-TOTAL | KYATS '000 | 982,800 | 1,179,450 | 1,965,600 | 2,162,250 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 |
| TOTAL | KYATS '000 | 982,800 | 1,179,450 | 1,965,600 | 2,162,250 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 |

**A.S.K. ANDAMAN LTD**
**PROJECTED PRODUCTION & LOCAL SALES**

ANNEXURE 7

| PARTICULARS | UNITS | YEAR | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| PRODUCTION QUANTITY | | | | | | | | | | | |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | TON | 2,184 | 2,621 | 4,368 | 4,805 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| SUB-TOTAL | TON | 2,184 | 2,621 | 4,368 | 4,805 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| TOTAL | TON | 2,184 | 2,621 | 4,368 | 4,805 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 | 5,242 |
| SELLING PRICE | | | | | | | | | | | |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | KYATS '000/TON | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 |
| SALES | | | | | | | | | | | |
| FISHMEAL | | | | | | | | | | | |
| GRADE A | KYATS '000 | 982,800 | 1,179,450 | 1,965,600 | 2,162,250 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 |
| SUB-TOTAL | KYATS '000 | 982,800 | 1,179,450 | 1,965,600 | 2,162,250 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 |
| TOTAL | KYATS '000 | 982,800 | 1,179,450 | 1,965,600 | 2,162,250 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 | 2,358,900 |

**ASK ANDAMAN LTD** **ANNEXURE 8**

## FOREIGN EXCHANGE EARNING STATEMENT

| SR. NO. | PARTICULARS | YEAR 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | <— USD | | | | | | | | | —> |
| 1 | INCOME | 4,182,240 | 5,463,870 | 10,592,280 | 12,988,710 | 26,584,370 | 27,704,370 | 28,936,370 | 30,290,870 | 31,781,870 | 32,884,370 |
| 2 | EXPENDITURE | 2,402,810 | 2,606,116 | 4,456,818 | 5,085,689 | 9,234,487 | 9,359,539 | 9,476,590 | 9,569,882 | 9,732,300 | 10,067,196 |
| | COMMERCIAL TAX | 334,579 | 437,110 | 847,382 | 1,039,097 | 2,126,750 | 2,216,350 | 2,314,910 | 2,423,270 | 2,542,550 | 2,630,750 |
| | CORPORATE TAX | - | - | - | - | - | - | - | - | - | - |
| | TOTAL EXPENSES | 2,737,389 | 3,043,226 | 5,304,200 | 6,124,786 | 11,361,237 | 11,575,889 | 11,791,500 | 11,993,152 | 12,274,850 | 12,697,946 |
| | NET FE EARNINGS | 1,444,851 | 2,420,644 | 5,288,080 | 6,863,924 | 15,223,133 | 16,128,481 | 17,144,870 | 18,297,718 | 19,507,020 | 20,186,424 |

EXCHANGE RATE OF USD 1 = KYATS 6

**ASK ANDAMAN LTD**

**ANNEXURE 8**

## FOREIGN EXCHANGE EARNING STATEMENT

| SR. NO. | PARTICULARS | YEAR 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | <— | | | | USD | | | | | —> |
| 1 | INCOME | 4,182,240 | 5,463,870 | 10,592,280 | 12,988,710 | 26,584,370 | 27,704,370 | 28,936,370 | 30,290,870 | 31,781,870 | 32,884,370 |
| 2 | EXPENDITURE | 2,402,810 | 2,606,116 | 4,456,818 | 5,085,689 | 9,234,487 | 9,359,539 | 9,476,590 | 9,569,882 | 9,732,300 | 10,067,196 |
| | COMMERCIAL TAX | 334,579 | 437,110 | 847,382 | 1,039,097 | 2,126,750 | 2,216,350 | 2,314,910 | 2,423,270 | 2,542,550 | 2,630,750 |
| | CORPORATE TAX | - | - | - | - | - | - | - | - | - | - |
| | TOTAL EXPENSES | 2,737,389 | 3,043,226 | 5,304,200 | 6,124,786 | 11,361,237 | 11,575,889 | 11,791,500 | 11,993,152 | 12,274,850 | 12,697,946 |
| | NET FE EARNINGS | 1,444,851 | 2,420,644 | 5,288,080 | 6,863,924 | 15,223,133 | 16,128,481 | 17,144,870 | 18,297,718 | 19,507,020 | 20,186,424 |

EXCHANGE RATE OF USD 1 = KYATS 6

ASK ANDAMAN LTD

ANNEXURE 8

## FOREIGN EXCHANGE EARNING STATEMENT

| SR. NO. | PARTICULARS | YEAR | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | <—— USD ——> | | | | | | | | | |
| 1 | INCOME | 4,182,240 | 5,463,870 | 10,592,280 | 12,988,710 | 26,584,370 | 27,704,370 | 28,936,370 | 30,290,870 | 31,781,870 | 32,884,370 |
| 2 | EXPENDITURE | 2,402,810 | 2,606,116 | 4,456,818 | 5,085,689 | 9,234,487 | 9,359,539 | 9,476,590 | 9,569,882 | 9,732,300 | 10,067,196 |
| | COMMERCIAL TAX | 334,579 | 437,110 | 847,382 | 1,039,097 | 2,126,750 | 2,216,350 | 2,314,910 | 2,423,270 | 2,542,550 | 2,630,750 |
| | CORPORATE TAX | - | - | - | - | - | - | - | - | - | - |
| | TOTAL EXPENSES | 2,737,389 | 3,043,226 | 5,304,200 | 6,124,786 | 11,361,237 | 11,575,889 | 11,791,500 | 11,993,152 | 12,274,850 | 12,697,946 |
| | NET FE EARNINGS | 1,444,851 | 2,420,644 | 5,288,080 | 6,863,924 | 15,223,133 | 16,128,481 | 17,144,870 | 18,297,718 | 19,507,020 | 20,186,424 |

EXCHANGE RATE OF USD 1 = KYATS 6

**A.S.K. ANDAMAN LTD**
**CASHFLOW STATEMENT (TOTAL)**

ANNEXURE 9

| | CONSTRUCTION PERIOD YEAR 0 | OPERATION PERIODS 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS |
| CASH INFLOW | | | | | | | | | | | |
| PROFIT AFTER TAX | - | (492,784,333) | (729,783,221) | (1,592,401,760) | (2,064,351,904) | (4,562,303,094) | (4,786,612,730) | (5,043,496,086) | (5,320,375,580) | (5,625,452,340) | (5,881,995,378) |
| DEPRECIATION | - | 1,893,558 | 1,893,558 | 3,606,426 | 3,606,426 | 6,094,476 | 6,094,476 | 5,967,222 | 5,636,862 | 5,636,862 | 5,636,862 |
| CASH OUTFLOW | | | | | | | | | | | |
| ACQUISITION OF ASSETS | - | - | - | - | - | - | - | - | - | - | - |
| - BUILDING | (10,052,940) | - | - | (6,000,000) | - | (11,052,000) | - | - | - | - | - |
| - PLANT, MACHINERY & EQUIPMENT | (18,666,000) | - | - | (14,976,000) | - | (35,388,000) | - | - | - | - | - |
| - VEHICLES | (3,066,000) | - | - | (4,200,000) | - | - | - | - | - | - | - |
| - OFFICE EQUIPMENT | (180,000) | - | - | - | - | - | - | - | - | - | - |
| - RAW MATERIALS | (4,897,614) | - | - | - | - | - | - | - | - | - | - |
| | (36,862,554) | (490,890,775) | (727,889,663) | (1,613,971,334) | (2,060,745,478) | (4,602,648,618) | (4,780,518,254) | (5,037,528,864) | (5,314,738,718) | (5,619,815,478) | (5,876,358,516) |

PAYBACK PERIOD N/A

EXCHANGE RATE USD 1 = KYATS 6

**A.S.K. ANDAMAN LTD**
**CASHFLOW STATEMENT (TOTAL)**

ANNEXURE 9

| | CONSTRUCTION PERIOD YEAR 0 | OPERATION PERIODS 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS | KYATS |
| CASH INFLOW | | | | | | | | | | | |
| PROFIT AFTER TAX | - | (492,784,333) | (729,783,221) | (1,592,401,760) | (2,064,351,904) | (4,562,303,094) | (4,786,612,730) | (5,043,496,086) | (5,320,375,580) | (5,625,452,340) | (5,881,995,378) |
| DEPRECIATION | - | 1,893,558 | 1,893,558 | 3,606,426 | 3,606,426 | 6,094,476 | 6,094,476 | 5,967,222 | 5,636,862 | 5,636,862 | 5,636,862 |
| CASH OUTFLOW | | | | | | | | | | | |
| ACQUISITION OF ASSETS | - | - | - | - | - | - | - | - | - | - | - |
| - BUILDING | (10,052,940) | - | - | (6,000,000) | - | (11,052,000) | - | - | - | - | - |
| - PLANT, MACHINERY & EQUIPMENT | (18,666,000) | - | - | (14,976,000) | - | (35,388,000) | - | - | - | - | - |
| - VEHICLES | (3,066,000) | - | - | (4,200,000) | - | - | - | - | - | - | - |
| - OFFICE EQUIPMENT | (180,000) | - | - | - | - | - | - | - | - | - | - |
| - RAW MATERIALS | (4,897,614) | - | - | - | - | - | - | - | - | - | - |
| | (36,862,554) | (490,890,775) | (727,889,663) | (1,613,971,334) | (2,060,745,478) | (4,602,648,618) | (4,780,518,254) | (5,037,528,864) | (5,314,738,718) | (5,619,815,478) | (5,876,358,516) |

PAYBACK PERIOD N/A

EXCHANGE RATE USD 1 = KYATS 6

**A.S.K. ANDAMAN LTD**
**EMPLOYEE STATEMENT FOR SURIMI & FISHMEAL**

ANNEXURE 10

| SR. NO. | DESIGNATION | ORIGIN | SALARY PER MONTH | | NO OF EMPLOYEE | YEAR 1 TOTAL | |
|---|---|---|---|---|---|---|---|
| | | | USD | KYATS | | USD ('000) | (KYATS ('000) |
| 1 | MANAGING DIRECTOR | FOREIGN | 1,000 | - | 1 | 12 | - |
| 2 | JAPANESE CONSULTANT | FOREIGN | 1,000 | - | 1 | 12 | - |
| 3 | GENERAL MANAGER | FOREIGN | 800 | - | 1 | 10 | - |
| 4 | ASSISTANT GENERAL MANAGER | FOREIGN | 650 | - | 1 | 8 | - |
| 5 | FACTORY MANAGER | FOREIGN | 500 | - | 1 | 6 | - |
| 6 | ASSISTANT FACTORY MANAGER | FOREIGN | 500 | - | 1 | 6 | - |
| 7 | MANAGER (PRODUCTION) | FOREIGN | 500 | - | 1 | 6 | - |
| 8 | MANAGER (QUALITY CONTROL) | FOREIGN | 500 | - | 1 | 6 | - |
| 9 | ENGINEERS | FOREIGN | 500 | - | 2 | 12 | - |
| 10 | TECHNICIANS | FOREIGN | 400 | - | 6 | 29 | - |
| 11 | MANAGER (ADMIN & HUMAN RESOURCES) | LOCAL | - | 100,000 | 1 | - | 1,200 |
| 12 | MANAGER (ACCOUNTS) | LOCAL | - | 100,000 | 1 | - | 1,200 |
| 13 | MANAGER (PURCHASE) | LOCAL | - | 100,000 | 1 | - | 1,200 |
| 14 | OPERATORS FOR FISHMEAL PLANT | LOCAL | - | 15,000 | 25 | - | 4,500 |
| 15 | OPERATORS FOR CUTTING & GUTTING | LOCAL | - | 15,000 | 300 | - | 54,000 |
| 16 | OPERATORS FOR SURIMI PLANT | LOCAL | - | 15,000 | 75 | - | 13,500 |
| 17 | OPERATORS FOR WORKSHOP | LOCAL | - | 15,000 | 30 | - | 5,400 |
| 18 | OPERATORS FOR LOADING/ UNLOADING | LOCAL | - | 15,000 | 75 | - | 13,500 |
| 19 | OPERATORS AT JETTY | LOCAL | - | 15,000 | 50 | - | 9,000 |
| 20 | OPERATORS AT RECEIVING AREA | LOCAL | - | 15,000 | 50 | - | 9,000 |
| 21 | WORKERS FOR OFFICE, ADMIN & SECURITY | LOCAL | - | 15,000 | 50 | - | 9,000 |
| 22 | GENERAL WORKERS | LOCAL | - | 15,000 | 30 | - | 5,400 |
| | | | 6,350 | 435,000 | 704 | 107 | 126,900 |

A.S.K. ANDAMAN LTD

EMPLOYEE STATEMENT FOR SEAFOOD STICKS

ANNEXURE 10

| SR. NO. | DESIGNATION | ORIGIN | SALARY PER MONTH | | NO OF EMPLOYEE | YEAR 1 TOTAL | |
|---|---|---|---|---|---|---|---|
| | | | USD | KYATS | | USD ('000) | (KYATS ('000) |
| 1 | MANAGING DIRECTOR | FOREIGN | 1,464 | - | 1 | 17.57 | - |
| 2 | JAPANESE CONSULTANT | FOREIGN | 1,464 | - | 1 | 17.57 | - |
| 3 | GENERAL MANAGER | FOREIGN | 1,171 | - | 1 | 14.05 | - |
| 4 | ASSISTANT GENERAL MANAGER | FOREIGN | 952 | - | 1 | 11.42 | - |
| 5 | FACTORY MANAGER | FOREIGN | 732 | - | 1 | 8.78 | - |
| 6 | ASSISTANT FACTORY MANAGER | FOREIGN | 732 | - | 1 | 8.78 | - |
| 7 | MANAGER (PRODUCTION) | FOREIGN | 732 | - | 1 | 8.78 | - |
| 8 | MANAGER (QUALITY CONTROL) | FOREIGN | 732 | - | 1 | 8.78 | - |
| 9 | ENGINEERS | FOREIGN | 732 | - | 2 | 17.57 | - |
| 10 | TECHNICIANS | FOREIGN | 586 | - | 6 | 42.19 | - |
| 11 | MANAGER (ADMIN & HUMAN RESOURCES) | LOCAL | - | 146,410 | 1 | - | 1,757 |
| 12 | MANAGER (ACCOUNTS) | LOCAL | - | 146,410 | 1 | - | 1,757 |
| 13 | MANAGER (PURCHASE) | LOCAL | - | 146,410 | 1 | - | 1,757 |
| 14 | OPERATORS FOR SEAFOOD STICKS PLANT | LOCAL | - | 21,962 | 150 | - | 39,532 |
| 15 | WORKERS FOR OFFICE, ADMIN & SECURITY | LOCAL | - | 13,177 | 50 | - | 7,906 |
| 16 | GENERAL WORKERS | LOCAL | - | 54,904 | 30 | - | 19,765 |
| | | | 9,297 | 529,273 | 249 | 155 | 72,474 |

.K. ANDAMAN LTD

OJECTED PROFIT AND LOSS ACCOUNTS

TAL)

**ANNEXURE 11**

| | YEAR 1 | | | YEAR 2 | | | YEAR 3 | | | YEAR 4 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | USD | KYATS | TOTAL KYATS | USD | KYATS | TOTAL KYATS | USD | KYATS | TOTAL KYATS | USD | KYATS | TOTAL KYATS |
| RIMI | 3,341,400 | - | 20,048,400 | 4,454,400 | - | 26,726,400 | 8,910,600 | - | 53,463,600 | 11,138,400 | - | 66,830,400 |
| HMEAL | 840,840 | 982,800,000 | 987,845,040 | 1,009,470 | 1,179,450,000 | 1,185,506,820 | 1,681,680 | 1,965,600,000 | 1,975,690,080 | 1,850,310 | 2,162,250,000 | 2,173,351,860 |
| AF@OD STICKS | - | - | - | - | - | - | - | - | - | - | - | - |
| TAL SALES | 4,182,240 | 982,800,000 | 1,007,893,440 | 5,463,870 | 1,179,450,000 | 1,212,233,220 | 10,592,280 | 1,965,600,000 | 2,029,153,680 | 12,988,710 | 2,162,250,000 | 2,240,182,260 |
| V MATERIALS - FISH FOR SURIMI | - | 1,011,286,938 | 1,011,286,938 | - | 1,348,382,584 | 1,348,382,584 | - | 2,696,765,239 | 2,696,765,239 | - | 3,370,956,531 | 3,370,956,531 |
| V MATERIALS - FISH FOR FISHMEAL | - | 209,664,000 | 209,664,000 | - | 251,616,000 | 251,616,000 | - | 419,328,000 | 419,328,000 | - | 461,280,000 | 461,280,000 |
| V MATERIALS - SURIMI | - | - | - | - | - | - | - | - | - | - | - | - |
| SEL - FISHMEAL PLANT | 339,656 | - | 2,037,936 | 407,618 | - | 2,445,708 | 679,311 | - | 4,075,866 | 747,274 | - | 4,483,644 |
| W MATERIALS - IMPORTED | 306,613 | - | 1,839,678 | 406,457 | - | 2,438,742 | 804,222 | - | 4,825,332 | 998,464 | - | 5,990,784 |
| OUR - FOREIGN | 107,000 | - | 642,000 | 119,000 | - | 714,000 | 131,000 | - | 786,000 | 144,000 | - | 864,000 |
| OUR - LOCAL | - | 126,900,000 | 126,900,000 | - | 139,590,000 | 139,590,000 | - | 153,549,000 | 153,549,000 | - | 168,904,000 | 168,904,000 |
| LEASED RENTAL | 1,214 | - | 7,285 | 1,214 | - | 7,285 | 1,214 | - | 7,285 | 1,214 | - | 7,285 |
| LING & MARKETING EXPENSES | 22,000 | - | 132,000 | 30,000 | - | 180,000 | 58,000 | - | 348,000 | 72,000 | - | 432,000 |
| NISTRATION EXPENSES | 443,734 | 69,600,000 | 72,262,404 | 252,234 | 82,770,000 | 84,283,404 | 333,000 | 120,432,000 | 122,430,000 | 339,666 | 147,505,166 | 149,543,162 |
| SEL - GEN SETS | 170,000 | - | 1,020,000 | 187,000 | - | 1,122,000 | 207,000 | - | 1,242,000 | 227,000 | - | 1,362,000 |
| AIR & MAINTENANCE | - | 17,662,500 | 17,662,500 | - | 42,426,000 | 42,426,000 | - | 101,376,000 | 101,376,000 | - | 11,027,250 | 11,027,250 |
| NSPORTATION | 697,000 | - | 4,182,000 | 887,000 | - | 5,322,000 | 1,642,000 | - | 9,852,000 | 1,955,000 | - | 11,730,000 |
| RECIATION | 315,593 | - | 1,893,558 | 315,593 | - | 1,893,558 | 601,071 | - | 3,606,426 | 601,071 | - | 3,606,426 |
| TAL COST | 2,402,810 | 1,435,113,438 | 1,449,530,299 | 2,606,116 | 1,864,764,584 | 1,880,421,281 | 4,456,818 | 3,491,450,239 | 3,518,191,148 | 5,085,689 | 4,159,672,947 | 4,190,187,082 |
| SS PROFIT | 1,779,430 | (452,313,438) | (441,636,859) | 2,857,754 | (685,334,584) | (668,188,061) | 6,135,462 | (1,525,850,239) | (1,489,037,468) | 7,903,021 | (1,997,422,947) | (1,950,004,822) |
| AL TAX | (334,579) | (49,140,000) | (51,147,474) | (437,110) | (58,972,500) | (61,595,160) | (847,382) | (98,280,000) | (103,364,292) | (1,039,097) | (108,112,500) | (114,347,082) |
| [illegible] | 1,444,851 | (501,453,438) | (492,784,333) | 2,420,644 | (744,307,084) | (729,783,221) | 5,288,080 | (1,624,130,239) | (1,592,401,760) | 6,863,924 | (2,105,535,447) | (2,064,351,904) |
| PORATE TAX | - | - | - | - | - | - | - | - | - | - | - | - |
| ROFIT AFTER TAX | 1,444,851 | (501,453,438) | (492,784,333) | 2,420,644 | (744,307,084) | (729,783,221) | 5,288,080 | (1,624,130,239) | (1,592,401,760) | 6,863,924 | (2,105,535,447) | (2,064,351,904) |

MERCIAL TAX RATE (YEAR 1 TO 3)

RT 8%

5%

MERCIAL TAX RATE (YEAR 4 ONWARDS)

ORT 8%

5%

RATE TAX RATE 30%

ORATE TAX RATE FOR EXPORT 15%

EXCHANGE RATE OF USD 1 = KYATS 6

**A.S.K. ANDAMAN LTD**
**PROJECTED PROFIT AND LOSS ACCOUNTS**
**(TOTAL)**

ANNEXURE 11

| | YEAR 5 | | | YEAR 6 | | | YEAR 7 | | |
|---|---|---|---|---|---|---|---|---|---|
| | USD | KYATS | TOTAL KYATS | USD | KYATS | TOTAL KYATS | USD | KYATS | TOTAL KYATS |
| SURIMI | 13,366,200 | - | 80,197,200 | 13,366,200 | - | 80,197,200 | 13,366,200 | - | 80,197,200 |
| FISHMEAL | 2,018,170 | 2,358,900,000 | 2,371,009,020 | 2,018,170 | 2,358,900,000 | 2,371,009,020 | 2,018,170 | 2,358,900,000 | 2,371,009,020 |
| SEAFOOD STICKS | 11,200,000 | - | 67,200,000 | 12,320,000 | - | 73,920,000 | 13,552,000 | - | 81,312,000 |
| TOTAL SALES | 26,584,370 | 2,358,900,000 | 2,518,406,220 | 27,704,370 | 2,358,900,000 | 2,525,126,220 | 28,936,370 | 2,358,900,000 | 2,532,518,220 |
| RAW MATERIALS - FISH FOR SURIMI | - | 4,045,147,823 | 4,045,147,823 | - | 4,045,147,823 | 4,045,147,823 | - | 4,045,147,823 | 4,045,147,823 |
| RAW MATERIALS - FISH FOR FISHMEAL | - | 503,184,000 | 503,184,000 | - | 503,184,000 | 503,184,000 | - | 503,184,000 | 503,184,000 |
| RAW MATERIALS - SURIMI | - | 1,728,000,000 | 1,728,000,000 | - | 1,900,800,000 | 1,900,800,000 | - | 2,090,880,000 | 2,090,880,000 |
| DIESEL - FISHMEAL PLANT | 815,158 | - | 4,890,948 | 815,158 | 815,158 | - | 815,158 | - | 4,890,948 |
| RAW MATERIALS - IMPORTED | 1,193,501 | - | 7,161,006 | 1,193,501 | - | 7,161,006 | 1,193,501 | - | 7,161,006 |
| LABOUR - FOREIGN | 317,000 | - | 1,902,000 | 349,000 | - | 2,094,000 | 385,000 | - | 2,310,000 |
| LABOUR - LOCAL | - | 258,270,000 | 258,270,000 | - | 284,102,000 | 284,102,000 | - | 312,513,000 | 312,513,000 |
| LAND LEASED RENTAL | 1,214 | - | 7,285 | 1,214 | - | 7,285 | 1,214 | - | 7,285 |
| SELLING & MARKETING EXPENSES | 168,000 | - | 1,008,000 | 168,000 | - | 1,008,000 | 168,000 | - | 1,008,000 |
| ADMINISTRATION EXPENSES | 691,868 | 336,121,668 | 340,272,876 | 734,920 | 369,735,000 | 374,144,520 | 782,180 | 406,708,668 | 411,401,748 |
| DIESEL - GEN SETS | 500,000 | - | 3,000,000 | 550,000 | - | 3,300,000 | 605,000 | - | 3,630,000 |
| REPAIR & MAINTENANCE | - | 23,873,400 | 23,873,400 | - | 26,260,740 | 26,260,740 | - | 28,886,814 | 28,886,814 |
| TRANSPORTATION | 4,532,000 | - | 27,192,000 | 4,532,000 | - | 27,192,000 | 4,532,000 | - | 27,192,000 |
| DEPRECIATION | 1,015,746 | - | 6,094,476 | 1,015,746 | - | 6,094,476 | 994,537 | - | 5,967,222 |
| TOTAL COST | 9,234,487 | 6,894,596,891 | 6,950,003,814 | 9,359,539 | 7,130,044,721 | 7,180,495,850 | 9,476,590 | 7,387,320,305 | 7,444,179,846 |
| GROSS PROFIT | 17,349,883 | (4,535,696,891) | (4,431,597,594) | 18,344,831 | (4,771,144,721) | (4,655,369,630) | 19,459,780 | (5,028,420,305) | (4,911,661,626) |
| COMMERCIAL TAX | (2,126,750) | (117,945,000) | (130,705,500) | (2,216,350) | (117,945,000) | (131,243,100) | (2,314,910) | (117,945,000) | (131,834,460) |
| ET IT | 15,223,133 | (4,653,641,891) | (4,562,303,094) | 16,128,481 | (4,889,089,721) | (4,786,612,730) | 17,144,870 | (5,146,365,305) | (5,043,496,086) |
| ORATE TAX | - | - | - | - | - | - | - | - | - |
| NET PROFIT AFTER TAX | 15,223,133 | (4,653,641,891) | (4,562,303,094) | 16,128,481 | (4,889,089,721) | (4,786,612,730) | 17,144,870 | (5,146,365,305) | (5,043,496,086) |

| | | |
|---|---|---|
| OMMERCIAL TAX RATE (YEAR 1 TO 3) | | |
| XPORT | 8% | 8% |
| LOCAL | 5% | 5% |
| OMMERCIAL TAX RATE (YEAR 4 ONWARDS) | | |
| PORT | 8% | 8% |
| CAL | 5% | 5% |
| ORPORATE TAX RATE | 30% | 30% |
| RPORATE TAX RATE FOR EXPORT | 15% | 15% |

EXCHANGE RATE OF USD 1 = KYATS 6

.K. ANDAMAN LTD

OJECTED PROFIT AND LOSS ACCOUNTS

OTAL)

ANNEXURE 11

| | YEAR 8 | | | YEAR 9 | | | YEAR 10 | | |
|---|---|---|---|---|---|---|---|---|---|
| | USD | KYATS | TOTAL KYATS | USD | KYATS | TOTAL KYATS | USD | KYATS | TOTAL KYATS |
| IMI | 13,366,200 | - | 80,197,200 | 13,366,200 | - | 80,197,200 | 13,366,200 | - | 80,197,200 |
| SHMEAL | 2,018,170 | 2,358,900,000 | 2,371,009,020 | 2,018,170 | 2,358,900,000 | 2,371,009,020 | 2,018,170 | 2,358,900,000 | 2,371,009,020 |
| EAFOOD STICKS | 14,906,500 | - | 89,439,000 | 16,397,500 | - | 98,385,000 | 17,500,000 | - | 105,000,000 |
| TAL SALES | 30,290,870 | 2,358,900,000 | 2,540,645,220 | 31,781,870 | 2,358,900,000 | 2,549,591,220 | 32,884,370 | 2,358,900,000 | 2,556,206,220 |
| MATERIALS - FISH FOR SURIMI | - | 4,045,147,823 | 4,045,147,823 | - | 4,045,147,823 | 4,045,147,823 | - | 4,045,147,823 | 4,045,147,823 |
| MATERIALS - FISH FOR FISHMEAL | - | 503,184,000 | 503,184,000 | - | 503,184,000 | 503,184,000 | - | 503,184,000 | 503,184,000 |
| AW MATERIALS - SURIMI | - | 2,299,860,000 | 2,299,860,000 | - | 2,529,900,000 | 2,529,900,000 | - | 2,700,000,000 | 2,700,000,000 |
| ESEL - FISHMEAL PLANT | 815,158 | - | 4,890,948 | 815,158 | - | 4,890,948 | 815,158 | - | 4,890,948 |
| MATERIALS - IMPORTED | 1,193,501 | - | 7,161,006 | 1,193,501 | - | 7,161,006 | 1,193,501 | - | 7,161,006 |
| UR - FOREIGN | 421,000 | - | 2,526,000 | 460,000 | - | 2,760,000 | 659,000 | - | 3,954,000 |
| UR - LOCAL | - | 343,769,000 | 343,769,000 | - | 378,146,000 | 378,146,000 | - | 415,959,000 | 415,959,000 |
| ND LEASED RENTAL | 1,214 | - | 7,285 | 1,214 | - | 7,285 | 1,214 | - | 7,285 |
| LLING & MARKETING EXPENSES | 168,000 | - | 1,008,000 | 168,000 | - | 1,008,000 | 168,000 | - | 1,008,000 |
| INISTRATION EXPENSES | 834,032 | 447,380,568 | 452,384,760 | 890,900 | 492,118,590 | 497,463,990 | 953,590 | 541,329,750 | 547,051,290 |
| EL - GEN SETS | 665,500 | - | 3,993,000 | 732,050 | - | 4,392,300 | 805,256 | - | 4,831,536 |
| IR & MAINTENANCE | - | 31,775,496 | 31,775,496 | - | 34,953,046 | 34,953,046 | - | 38,448,348 | 38,448,348 |
| SPORTATION | 4,532,000 | - | 27,192,000 | 4,532,000 | - | 27,192,000 | 4,532,000 | - | 27,192,000 |
| PRECIATION | 939,477 | - | 5,636,862 | 939,477 | - | 5,636,862 | 939,477 | - | 5,636,862 |
| L COST | 9,569,882 | 7,671,116,887 | 7,728,536,180 | 9,732,300 | 7,983,449,459 | 8,041,843,260 | 10,067,196 | 8,244,068,921 | 8,304,472,098 |
| S PROFIT | 20,720,988 | (5,312,216,887) | (5,187,890,960) | 22,049,570 | (5,624,549,459) | (5,492,252,040) | 22,817,174 | (5,885,168,921) | (5,748,265,878) |
| MERCIAL TAX | (2,423,270) | (117,945,000) | (132,484,620) | (2,542,550) | (117,945,000) | (133,200,300) | (2,630,750) | (117,945,000) | (133,729,500) |
| IT | 18,297,718 | (5,430,161,887) | (5,320,375,580) | 19,507,020 | (5,742,494,459) | (5,625,452,340) | 20,186,424 | (6,003,113,921) | (5,881,995,378) |
| TE TAX | - | - | - | - | - | - | - | - | - |
| PROFIT AFTER TAX | 18,297,718 | (5,430,161,887) | (5,320,375,580) | 19,507,020 | (5,742,494,459) | (5,625,452,340) | 20,186,424 | (6,003,113,921) | (5,881,995,378) |

| | | |
|---|---|---|
| ERCIAL TAX RATE (YEAR 1 TO 3) | | |
| RT | 8% | 8% |
| L | 5% | 5% |
| ERCIAL TAX RATE (YEAR 4 ONWARDS) | | |
| RT | 8% | 8% |
| | 5% | 5% |
| ORATE TAX RATE | 30% | 30% |
| RATE TAX RATE FOR EXPORT | 15% | 15% |

XCHANGE RATE OF USD 1 = KYATS 6

ANNEXURE 12

# ASK ANDAMAN LTD
## CALCULATION OF INTERNAL RATE OF RETURN (TOTAL)

| YEAR | CASH INFLOW | CASH OUTFLOW | NET CASH FLOW | DF (10%) | | DF (30%) | |
|---|---|---|---|---|---|---|---|
| | | | | RATE | PV | RATE | PV |
| 1 | (490,890,775) | (36,862,554) | (527,753,329) | 1.00 | (527,753,329) | 1.00 | (527,753,329) |
| 2 | (727,889,663) | - | (727,889,663) | 0.91 | (662,379,593) | 0.77 | (510,032,287) |
| 3 | (1,588,795,334) | (25,176,000) | (1,613,971,334) | 0.83 | (1,339,596,207) | 0.59 | (790,361,762) |
| 4 | (2,060,745,478) | - | (2,060,745,478) | 0.75 | (1,545,559,109) | 0.45 | (695,501,599) |
| 5 | (4,556,208,618) | (46,440,000) | (4,602,648,618) | 0.68 | (3,129,801,060) | 0.35 | (1,095,430,371) |
| 6 | (4,780,518,254) | - | (4,780,518,254) | 0.62 | (2,963,921,317) | 0.27 | (800,258,756) |
| 7 | (5,037,528,864) | - | (5,037,528,864) | 0.56 | (2,821,016,164) | 0.21 | (592,413,394) |
| 8 | (5,314,738,718) | - | (5,314,738,718) | 0.51 | (2,710,516,746) | 0.16 | (433,682,679) |
| 9 | (5,619,815,478) | - | (5,619,815,478) | 0.46 | (2,585,115,120) | 0.12 | (310,213,814) |
| 10 | (5,876,358,516) | - | (5,876,358,516) | 0.42 | (2,468,070,577) | 0.09 | (222,126,352) |
| | | | | | (20,753,729,222) | | (5,977,774,343) |

Rate of Return = N/A

R = A+(a/(a-b)X(B-A)
A = the Lowest Interest Rate
B = the Highest Interest Rate
a = Positive NPV
b = Negative NPV

EXCHANGE RATE USD 1 = KYATS 6

DATED THIS DAY OF 2002

BETWEEN

TEXCHEM FOOD SDN BHD

AND

MASCOT INDUSTRIES CO., LIMITED

**************************************************

JOINT-VENTURE AGREEMENT

**************************************************

# CONTENTS

THIS AGREEMENT is made on this day of 2002

BETWEEN

1. TEXCHEM FOOD SDN BHD [Company No. : 564990 P] (hereinafter called (Texchem') a company organised and existing under the laws of Malaysia, with its registered office at Level 16, Menara P.S.C.I., 39 Jalan Sultan Ahmad Shah, 10050 Penang, Malaysia; and

2. MASCOT INDUSTRIES CO., LIMITED (hereinafter called 'Mascot') a company organised and existing under the laws of Myanmar with its office at No. 81,B (1), Dagon Thiri Road, Kyauk Myaung, Tamwe Township, Yangon, Myanmar.

WHEREAS:

(A) The parties hereto have agreed to enter into a joint venture involving the manufacturing and trading of surimi as well as related products or raw material and related activities (hereinafter referred to as "the Project") upon terms and conditions herein.

(B) The Project shall be undertaken by a private limited company, being the joint venture company to be incorporated in Myanmar for this purpose with a name called A.S.K. Andaman Limited or such other name as may be approved by the relevant authorities in Myanmar and the parties herein (hereinafter called "the Company").

(C) The parties hereto are desirous of entering into this Shareholders' Agreement to regulate the relationship of the parties hereto.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. **CONDITIONS PRECEDENT**

1.1 This Agreement is conditional upon the following conditions:

(a) the approval of the Myanmar Investment Commission (hereinafter called 'MIC') for the proposed investment into the Company (hereinafter called 'MIC Approval');

(b) the approval of the Central Bank of Malaysia for the investment into the Company (hereinafter called 'the BNM Approval');

(c) the approval of the Board of Directors and shareholders of Mascot and Texchem as well as their respective holding companies (if necessary); and

(d) the approval of such other governmental or regulatory bodies (if required) both in Myanmar and Malaysia for the arrangements herein.

1.2 The parties herein shall expeditiously and without undue delay do and take or cause to be done and taken all and whatsoever steps as may be required to satisfy the conditions precedent stated in Clause 1.1 hereinabove. The MIC Approval and/or the BNM Approval shall be deemed to have been granted if it is granted without any conditions or with such conditions acceptable to the parties herein.

1.3 If the MIC Approval or the BNM Approval, as the case may be is granted with conditions unacceptable to any of the parties herein, the affected party shall be entitled to appeal for such variations amendments or deletions as it shall think fit. If the appeal to MIC or BNM, as the case may be is rejected then the affected party shall be entitled to within fourteen (14) days thereof elect to accept the conditions imposed by MIC or BNM, as the case may be, failing which the MIC Approval or BNM Approval, as the case may be shall be deemed not to have been granted.

1.4 The parties herein shall render whatsoever assistance as may be required by the others for the purposes of obtaining the approvals required pursuant to Clause 1.1 hereinabove and shall at the request of the other promptly and without undue delay supply to the other all information and particulars that may be required to be submitted in the application for the aforesaid approvals.

1.5 If any of the conditions precedent is not fulfilled within six (6) months from the date of this Agreement or such other period as the parties herein may agree upon from time to time in writing, this Agreement shall ipso facto cease and determine and neither party shall have any claim against the other for costs, damages, compensation or otherwise.

## 2. SHAREHOLDINGS

2.1 Unless otherwise agreed, the initial authorised share capital of the Company shall be the sum of United States Dollars Twenty Million (USD20,000,000) divided into ordinary shares of USD1 each to be subscribed by the parties at par value in the following manner :-

| Shareholders | No. of Shares | Percentage |
|---|---|---|
| Texchem | | 90 |
| Mascot | | 10 |
| | | 100 |

2.2 Each shareholder's obligation to pay for the shares subscribed shall be conditional upon the prior or simultaneous payment by the other shareholder and shall be made within thirty (30) days from the date of receipt by Texchem of the last of the approvals stated in Clause 1.1 hereof. The shareholders shall at such time pay for their respective shares in full according to their respective proportionate shareholdings.

2.3 The authorised and issued and paid-up capital of the Company may be further increased by such amount as the parties hereto may from time to time in writing agree.

## 3. DIRECTORSHIP

3.1 For so long as the shareholdings of the parties hereto shall remain in the proportions stated in Clause 2.1 hereof, Texchem shall be entitled to nominate and appoint Five ( 5 ) persons as Directors of the Company while Mascot shall each be entitled to nominate and appoint respectively One ( 1 ) person as Director of the Company.

3.2 Any party may terminate at any time the appointment of the Directors whom it may have appointed. Any party entitled to and wishing to appoint or to terminate the appointment of a Director in accordance herewith shall notify the Company and the other party hereto in writing. The parties hereto covenant and undertake with one another that they shall promptly take all necessary actions to render effective such appointment or termination.

3.3 The Chairman and Managing Director of the Company shall be appointed by and amongst the Board of Directors of the Company. The Chairman of the Company shall be a nominee of Texchem.

3.4 The nominees of the Board of Directors of the Company shall be entitled to nominate an alternate for such period as they shall deem fit and such power to nominate shall include the power to remove such alternate at any time and from time to time.

3.5 The quorum for any meeting of the Board shall be two (2) members of which one (1) shall be nominee of Texchem. When any matter is put to a vote at any meeting of the Board and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

3.6 No business shall be transacted at any meeting of the Board unless in accordance with the provisions of the Memorandum and Articles of Association of the Company and the terms and conditions herein.

## 4. MANAGEMENT COMMITTEE

4.1 The parties shall cause the Company to form a management committee to discuss important management matters concerning the Company (hereinafter called 'Management Committee'). The Management Committee shall first confer amongst themselves before submitting any matters to the Board of Directors for decision.

4.2 The Management Committee shall consist of five (5) persons which are the Managing Director, the General Manager, Assistant General Manager in charge of Finance, Factory Manager and Assistant Factory Manager of the Company for the time being. The General Manager, Assistant General Manager in charge of Finance and Assistant Factory Manager shall be nominees of Texchem. The provisions of Clause 3.2 hereof shall mutatis mutandis apply to the appointment and removal of membership of the Management Committee.

4.3 In the event that any of the members of the above mentioned Management Committee are not citizens or permanent residents of Malaysia, the said person shall if required, obtain a residential and/or work permit in Myanmar. The parties shall cause the Company to apply and obtain such necessary work and/or residential permit from the Myanmar government.

## 5. DECISIONS OF THE COMPANY

5.1 Any loan capital or banking and other facilities necessary for the carrying on of the business of the Company shall be raised by the Company on such terms and conditions as the Board may deem fit.

5.2 Notwithstanding anything contained in the Articles of Association of the Company, it is expressly agreed that the Company may not enter, carry into effect, do any of the matters listed below except with the concurrence of not less than two (2) of the nominee Directors of Texchem for the time being of the Company:-

(a) acquisition of, or equity participations in, other companies;

(b) borrowings from any lender including licensed bank or a licensed financial institution for an amount in excess of US Dollars One Million (USD1,000,000);

(c) loans to third parties or guarantees (except bid bonds or performance bonds which the Company may be called upon to issue in the ordinary course of its business) or securities in favour of third parties;

(d) execute, conclude, amend or terminate any technical agreement or series of technical agreements between the Company and any party which relates to the Project;

(e) selling all or substantially all the assets of the Company;

(f) the Company carrying out any other business other than those contemplated by the Project; and

(g) any significant change in the business of the Company.

5.3 Both parties undertake with one another that they shall ensure that their respective nominated Directors comply with the provisions of this Clause herein.

## 6. DECISIONS OF SHAREHOLDERS

6.1 The following decisions shall require the written agreement of Texchem which may be communicated to Texchem in any manner without any requirement for the shareholders to actually meet for such purpose:-

(a) Amending the Memorandum and Articles of Association of the Company;

(b) Dissolving, liquidating or winding up of the Company;

(c) Except as contemplated in and in furtherance of this Agreement, issuing of any class of shares, options on the issue of new shares;

(d) Merging or otherwise consolidating the Company with another company; and

(e) Attaching any special rights or privileges to any class of shares or otherwise amending any of the existing rights attached to the shares.

## 7. TRANSFER OF SHARES

7.1 No party hereto shall sell transfer or otherwise part with the legal or beneficial ownership of any share in the Company without first making an offer in writing to sell the same to the remaining shareholders of the Company in proportion to their respective shareholdings in the Company in the manner hereinafter set out in this clause.

7.2 Every such offer shall state the number of shares being offered for sale and the price asked therefore which shall be a fair price.

7.3 Every such offer shall remain open for acceptance by the offeree for a period of thirty (30) days from the date when it is served on the offeree. If before the expiry of such period the offeree shall accept the offer, the offeror shall sell and the offeree shall purchase the shares comprised in the offer free from all encumbrances at the price therein specified, such sale and purchase to be completed at the registered office of the Company before the expiration of thirty (30) days following such acceptance, or such other extended period as may be agreed to by the parties.

7.4 If the offeree wishes to accept the offer but does not agree to the price asked then it shall be competent for the offeree to accept only the offer and require the price to be determined in the manner stated in Clause 7.5 below and in such an event the completion of the purchase shall be done before the expiry of thirty (30) days following the date on which the price determined as stated in Clause 7.5 below is notified in writing by the offeror to the offeree.

7.5 If the parties hereto shall not be able to agree on the price for the shares the same shall be determined and certified by an independent valuer agreed by the parties concerned (and if the parties hereto shall be unable to agree on an independent valuer within thirty (30) days from the date the offeror receives a notice in writing from the offeree that the price for the shares is to be determined by the aforesaid valuer, then the valuer shall be the auditor for the time being of the Company) whose decision shall be final and binding on them and all fees, costs and expenses of and in connection with such valuation shall be borne and paid by the parties equally.

7.6 If any such offer shall be refused or shall lapse by effluxion of time the offeror shall be at liberty, subject to Clause 7.7 below, during the period of ninety (90) days next following such refusal or lapse (as the case may be) to sell to any other person or persons the shares comprised in the offer at a price which equals or exceeds the price specified in the offer.

7.7 The person or persons to whom the offeror sells its shares pursuant to Clause 7.6 above shall be such person or persons as may be approved by all the parties hereto provided that such approval shall not be unreasonably withheld and the offeror shall procure from the purchaser an agreement in writing to be bound by the provisions of this Agreement in the same manner and to the same extent, mutatis mutandis, as the offeror is bound.

7.8 The provisions of Clause 7 herein shall not apply where the proposed transferee is a company or corporation related to the parties hereto, which in the case of Texchem, shall include such companies belonging to the Group commonly known in Malaysia as the "Texchem Group of Companies".

## 8. WARRANTY

8.1 Save for the existing business that Mascot is in, Mascot hereby undertakes on its behalf and its related companies that so long as they hold any share in the Company, they will themselves and they will ensure that their related companies avoid carrying out any operation which would materially conflict with the interest of the Company, provided however, that the undertaking herein shall not apply to any operation carried out by their related companies which lawfully exist and has been disclosed to Texchem at the time of execution of this Agreement.

8.2 Mascot undertakes to provide the Company with necessary technical assistance and expertise and local know-how necessary for the start-up and continuous and smooth running of the Company's operations.

8.3 Each party herein undertakes to carry out this Agreement in good faith and to respect the spirit as well as the letter of its provisions. Further, the parties herein agree to enter into and execute any and all such further agreements, documents and the like, as may be necessary to carry out the purposes of this Agreement.

## 9. ACCOUNTS AND DIVIDEND POLICY

9.1 The parties hereto expressly agree that the accounts of the Company shall be audited by the auditors for the time being of the Company annually. The parties hereto may, whenever they think necessary, inspect and examine the records and accounts books of the Company at their own costs.

9.2 The parties hereto will mutually agree from time to time on the dividend policy (if any).

## 10. TERMINATION

10.1 If any consent, approval or if any of the licences granted to the Company to carry out its operations or business is withdrawn, modified, terminated or expires or is not renewed or otherwise is not in full force and effect or if the Company has suffered an overall financial loss for a continuous period of five (5) years or more then any of the parties hereto may by written notice in accordance with Clause 7 hereof offer to sell its shares for the time being in the Company to the other parties.

10.2 If any party herein:

(a) commits or allows to be committed a material breach of any of its obligations hereunder and does not remedy such breach within thirty (30) days after written notice has been given to it by any other party hereto requiring such remedy; or

(b) shall become insolvent, goes into liquidation either voluntary or compulsory unless as part of a bona fide scheme of reconstruction or amalgamation, is dissolved, compounds with its creditors or has a receiver appointed of the whole or any part of its assets or is unable to continue with the performance of its obligations hereunder;

then any of the other parties hereto (the aggrieved party) may by notice in writing to the defaulting party forthwith determine this Agreement in its entirety but without prejudice to any rights of action of any such aggrieved party in respect of any antecedent breaches of this Agreement in the manner hereinafter provided. Upon receipt of such a notice, the defaulting party shall be deemed to have made an offer in writing to sell all its shares for the time being in the Company to the aggrieved party at the price determined in the manner stated in Clause 7.5 above which offer shall remain open for acceptance by the offeree for a period of thirty (30) days from the date of the aforesaid notice. In such event, the provisions of Clause 7 hereof shall apply or if the aggrieved party is not willing to purchase the shares of the defaulting party then the aggrieved party may require the passing of a resolution to wind up the Company or the Board to pass a resolution to wind up the Company.

## 11. MISCELLANEOUS PROVISIONS

### 11.1 Captions and Headings

The captions and headings contained in this Agreement are for reference only and do not form any part of the operative language.

### 11.2 Language

This Agreement has been prepared in the English language. If any authority were to decide to rely on a translation in another language, such translation shall be read and interpreted in the light of the English language text. All notices, communications, evidences, reports, opinions and other documents given under this Agreement, if not submitted in the English language, shall be accompanied by an English translation and such translation shall be governing as regards the relations of the parties hereto.

### 11.3 Governing Law

This Agreement shall be governed by the laws of the Union of Myanmar.

### 11.4 Assignment of this Agreement

This Agreement may not be transferred or assigned by any of the parties without the prior written consent of the other parties.

### 11.5 Relationship of Parties

This Agreement shall not constitute any of the parties hereto as the legal representative or agent of the other parties, and none of the parties shall have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of any of the other parties. It is not the intent of the parties hereto to form any partnership and no such partnership shall be created by this Agreement.

### 11.6 Separability

If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision and shall be deemed to have been deleted from this Agreement.

11.7 **Non Waiver**

Any failure at any time by any of the parties to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of such party to enforce such provision at any subsequent time.

11.8 **Memorandum and Articles of Association**

In the event of conflict between this Agreement and the Memorandum and Articles of Association of the Company, the provisions of this Agreement shall prevail and the parties hereto (on the request of any of them) shall take such steps to amend the Memorandum and Articles of Association of the Company to be consistent with the terms of this Agreement.

11.9 **Notices**

Any notices to be given pursuant to this Agreement shall be in writing and sent by registered mail or by hand or fax but followed by registered mail to the address hereinafter given or such other address as the parties may from time to time in writing specify. In the case of notices sent by registered mail, the addressee shall be deemed to have received the same two (2) weeks after posting. In the case of notices despatched by hand, the addressee shall only be deemed to have received the same upon actual receipt of such notices :-

TEXCHEM FOOD SDN BHD
Level 16, Menara P.S.C.I.
39 Jalan Sultan Ahmad Shah
10050 Penang
Malaysia

Fax No: (604) 2291430

MASCOT INDUSTRIES CO., LIMITED
No. 81, B(1)
Dagon Thiri Road
Kyauk Myaung
Tamwe Township
Yangon
Myanmar

Fax No: (951) 226213

11.10 **Successors-in-title**

This Agreement is binding on the successor-in-title of the parties hereto and their permitted assigns unless otherwise agreed to by the parties.

11.11 **Force Majeure**

(a) In the event of this Agreement or any material part thereof becoming incapable of performance as a result of force majeure including but not limited to war, natural disaster, riot, strikes or Government regulations for a continuous period of at least thirty (30) days, the parties hereto shall not be liable for any failure to perform or to fulfil their respective obligations hereunder PROVIDED that the following matters have been complied with:-

i. the force majeure is the proximate cause in law which obstructs or delays the operation of this Agreement;

ii. the parties herein have tried all possible reasonable measures in law to overcome the force majeure; and

iii. a written notice stipulating the force majeure and the measures taken by each party herein to overcome the force majeure within a reasonable time after the expiry of the thirty (30) days period hereinabove mentioned has been given to the other parties herein.

(b) The parties herein mutually covenant with each other that in the event of any force majeure, both parties herein shall be obliged to take all appropriate measures to avert or limit the consequences of such force majeure.

11.12 **Entirety of Agreement**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. No variation modification of or alteration to any of the terms of this Agreement shall be valid unless in writing and signed by all the parties hereto.

11.13 **Costs**

Each party herein shall bear their own costs of and incidental to the preparation of and completion of this Agreement save and except that the stamp duty (if any) payable on this Agreement shall be borne and paid by Texchem.

11.14 **Interpretation**

(a) In this Agreement, where the context so admits:-

i. words applicable to natural persons include any body of persons, company, corporation, firm or partnership corporate or unincorporate and vice versa;

ii. words importing the masculine gender shall include the feminine and neuter genders and vice versa;

iii. words importing the singular number shall include the plural number and vice versa; and

iv. where two or more persons or parties are included or comprised in any expression, agreements covenants terms stipulations and undertakings made to such person or parties shall be enforceable by them jointly and severally and agreements covenants terms stipulations and undertakings expressed to be made by or on the part of such persons or parties shall be deemed to be made by and binding upon such persons or parties jointly and severally.

(b) All references to provisions of statutes include such provisions as modified or re-enacted.

11.15 **Non-Disclosure**

Each of the parties hereto shall keep any and all information and data furnished by another party to him or to the Company in connection with this Agreement or the operation of the Company strictly confidential, except such information and data which are in the public domain at the time of the execution of this Agreement, become publicly available without the fault of the receiving party, are obtained without an obligation of confidentiality or are required by law to be disclosed.

11.16 **Arbitration**

All disputes shall be settled in the Union of Myanmar by arbitration, through two arbitrators, each one of whom shall be appointed by each of the parties to this Agreement. Should the arbitrators fail to agree then the dispute shall be referred to an Umpire nominated by the arbitrators. The decision of the arbitrators or the umpire shall be final and binding on both parties. The arbitration proceedings shall in all respects conform to the Arbitration Act (Myanmar Act No. IV of 1944) or any subsisting modification thereof and shall be conducted in the English Language. The venue for the arbitration shall be Yangon, Myanmar. The arbitration fees shall be borne by the losing party.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first abovewritten.

SIGNED by Dato' Seri Fumihiko Konishi )<br>
for and on behalf of )<br>
TEXCHEM FOOD SDN BHDin the presence of :- )

.......................................

(Signature of Witness)

Name :<br>
I.C. No. :<br>
Address : Level 16, Menara P.S.C.I.<br>
39 Jalan Sultan Ahmad Shah<br>
10050 Penang<br>
Malaysia

SIGNED by U Maung Sitt )<br>
for and on behalf of )<br>
MASCOT INDUSTRIES CO., LIMITED )<br>
in the presence of :- )

.......................................

(Signature of Witness)

Name :<br>
I.C. No. :<br>
Address :

# LEASE AGREEMENT

## BETWEEN

## MINISTRY OF LIVESTOCK AND FISHERIES
## DEPARTMENT OF FISHERIES

## AND

## A.S.K. ANDAMAN LIMITED

# LAND LEASE AGREEMENT

## ARTICLE 1: PARTIES TO THE AGREEMENT

1.01 THIS INDENTURE OF LEASE, is made on__________ day of __________ the year Two Thousand Two (2002) in Yangon, Union of Myanmar.

By and Between

THE DEPARTMENT OF FISHERIES, under the Ministry of Livestock and Fisheries, a State Entity, constituted under the Laws of the Union of Myanmar, with its head office at Sin Min Street, Ahlone Township, Yangon, Union of Myanmar, (hereinafter referred to as the " LESSOR" which expression herein used shall unless repugnant to the context or the meaning thereof be taken to mean and include itself, its successors, legal representatives, and permitted assigns), represented for the purpose of this Agreement by its Director General" U Than Tun" of the one part.

AND

A.S.K. ANDAMAN LIMITED, a newly organized limited company, with its registered office, No 57, Pyay Road 6 ½ Mile, Hlaing Township, Yangon, Myanmar, and its head office at No 4, Baho Road, San Chaung Township, Yangon, Myanmar (hereinafter referred to as the 'LESSEE", which expression herein used shall unless repugnant to the context or the meaning thereof be taken to mean and include itself, its successors, legal representatives, and permitted assigns) represented for the purpose of this Agreement by its Managing Director, Mr. Ng Bak Kuang of the other part.

**WITNESSES AS FOLLOWS:**

WHEREAS the LESSOR is desirous of promoting the business of surimi manufacturing, with all other supporting facilities and activities herein defined as the Activities and for this purpose, leasing 2.5 acres of land, which is part of plot number __________ at ______________________________, Myeik Township, located at the junction of Tanintharyi (Myeik) River and Yaw Gyi Stream,(hereinafter referred as the "said Land") and more authentically and particularly demarcated in red in the site map annexed hereto as Appendix (1) (which shall form an integral part of the Lease Agreement).

WHEREAS the LESSEE agrees to Lease the said Land for inter alia the following purposes:

(1) Manufacturing (including but not limited to contract manufacturing), processing, packaging, distributing, supplying, marketing, selling, and storing surimi, fishmeal, feedmeal, seafood sticks and any other aqua culture products as well as any other products that are required for its operations (including but not limited to ice);

(2) Aquaculture activities including but not limited to breeding, farming and harvesting fish and any other marine life form as part of the Lessor's future plans;

(3) Running fishery jetty and any other related operations for the purposes mentioned herein; and

(4) To import machinery, spare parts, raw materials and others necessary for those activities mentioned above.

(collectively called the 'Activities') upon the terms and conditions herein contained.

WHEREAS the LESSOR represents and warrants that it has the legal and beneficial right on the said Land.

WHEREAS both the LESSOR and the LESSEE hereto are legally authorized to enter into this Agreement.

**NOW THEREFORE,** the Parties hereto hereby agree as follows:-

**ARTICLE 2: THE SCOPE OF AGREEMENT**

2.01 In consideration of the rental terms hereinafter reserved and covenants by the LESSEE hereinafter contained, the LESSOR, do hereby lease unto the LESSEE, for the development of the facilities for the Activities on the said Land (hereinafter referred as the 'Plant'), together with all rights, easements, appurtenances, thereto, specifically except all mines, mineral products, coal, petroleum and other natural resources as well as buried treasures and gems occurring in, under or within the said Land and complex for an initial term of twenty (20) years from the date of official commercial run of the Plant.

2.02 THE LESSEE shall be allowed to develop the said Land in order that over all, the land condition will be enhanced and improved and the leased area will be better workable and operational.

**ARTICLE 3: LEASE OF THE SAID LAND AND DURATION**

3.01 The LESSOR shall lease the said Land for an initial term of twenty (20) years, from the date of the official commercial run of the Plant. .

3.02 The lease of the said Land may be extendable for a further period of two (2) five year terms with the consent of the LESSOR and subject to the approval of the Myanmar Investment Commission (hereafter referred to as 'MIC').

3.03 If the Lessee wishes to renew this Lease Agreement, written notice of intention to renew the Lease shall be given 9 months in advance to the Lessor before the expiry of the Agreement.

## ARTICLE 4: RENTAL PAYMENTS AND ACCOUNTING OF RENTS

4.01 The rent shall be calculated at the rate of United States Dollars Four Hundred Eighty Five And Cents Fifty Two Only (USD 485.52) per acre per year (USD 0.12 per square metre per year) and the total rent for the 2.5 acres of land will be United States Dollars One Thousand Two Hundred Thirteen And Cents Eighty Only (USD 1,213.80) per year, being a total amounting to United States Dollars Six Thousand And Sixty Nine Only (USD6,069.00) for the first five (5) years of the initial period of the Lease of Twenty (20) years.

4.02 After the first Five (5) years of the initial period of the Lease of Twenty (20) years and also the extendable period of a further Two (2) terms of Five (5) years, the land lease rate per month and annual payment of the rent for every subsequent Five (5) years shall be re-negotiated and determined with the approval of the MIC. However, the increase (if any) in the rent shall not be more than Fifteen (15%) percent of the preceding rental rate.

4.03 Payment of the rent shall be made in advance annually within the 1st week of every calendar year.

4.04 The payment will be remitted to the Lessor in a form as will be agreed upon by the Parties from time to time.

## ARTICLE 5: EFFECTIVE DATE OF THE LEASE

5.01 The effective date of the Lease Agreement shall be the date of execution of this Lease Agreement.

5.02 The initial twenty (20) years term of the Lease shall be counted from the date of the official commercial run of the Plant.

## ARTICLE 6: LESSOR'S RIGHTS AND OBLIGATIONS

THE LESSEE paying the rent hereinbefore mentioned and performing and observing the covenants herein contained, the LESSOR hereby covenants with the LESSEE for the following,

THE LESSOR

6.01 shall have the right of procuring rent in accordance with the provisions of this Agreement,

6.02 shall have the right to inspect the said Land, if necessary,

6.03 shall be at liberty to re-enter upon and take possession of the whole property covered by this Lease which shall include the buildings and structures that have been constructed on the said Land, if the LESSEE in any substantial respect fails to perform or observe the terms and conditions of this Lease Agreement and fails to rectify such non-performance or observance in compliance within sixty (60) days' notice issued by the LESSOR, then the Lease shall thereupon cease and determine. Such right of re-entry shall not prejudice any right of action of the LESSOR for the recovery of money due from the LESSEE by way of profit, rent or compensation of the damages,

6.04 shall permit the Lessee at the expiration or sooner determination of this Lease to remove all the Lessee's fixtures and fittings and property whatsoever where so removable,

6.05 shall have the right to recover the damages caused to the said Land by the LESSEE,

6.06 shall pay all land-revenue and any other taxes or payments (if any) as required by the land office or any other authorities unless otherwise agreed upon herein,

6.07 shall co-ordinate with local authorities and assist in obtaining necessary permits and registration of the same (if any),

6.08 shall assist the LESSEE in getting sufficient power supply, required IDD telephones, E-mail, Internet, fax lines and other project related facilities and services, and in arranging sewage protection, water drilling and protection from floods, and

6.09 shall allow peaceful and quiet holding of the leased premises during the term of this Lease Agreement without any interruption or disturbance of whatsoever nature by the LESSOR or any person lawfully claiming to represent the LESSOR.

**ARTICLE 7: LESSEE'S RIGHTS AND OBLIGATIONS**

The LESSEE covenants with the LESSOR for the following:

**THE LESSEE**

7.01 shall utilize the said Land for the purpose of setting up the Plant, and carry out the Activities,

7.02 shall pay rent as specified in Article 4 above, taxes, fees and charges collectable by respective authorities with respect to any services supplied in arrears,

7.03 shall ensure that all activities and operations on the said Land, or any part thereof including the buildings and related facilities, are in conformity with the laws, regulations and directives of the Union of Myanmar,

7.04 shall not sub-lease assign or transfer the whole or any part of the leasehold interest hereby created,

7.05 shall not assign or transfer the said Land interest hereby created concerning the said Land or any part thereof, without the consent of the Lessor and with the approval of MIC,

7.06 shall develop the allocated land in order that the overall land condition be enhanced and improved and the present lease area will be workable and operational, and

7.07 shall ensure that foreign personnel and their families employed by the Lessee shall abide by the laws of the Union of Myanmar and that they do not interfere in the internal affairs of the Union of Myanmar,

7.08 shall be responsible for protection as well as preservation of the environment and around the work site, to be able to control pollution of air, water and land, not to cause any environmental degradation and taking necessary measures in order to make environmentally protection and other treatment procedure to keep the work site environmentally friendly.

7.09 Performance Bank Guarantee

The Lessee shall provide a Performance Bank Guarantee of USD100,000 (USD: One Hundred Thousand Only), in favour of Department of Fisheries, within 30 (thirty) days from the date of the signing of the Lease Agreement. The Parties (i.e. the mentioned Lessor and Lessee) agree that in the case of non-fulfilment on the part of the Lessee to effect the proposed investment involving the Activities and the Lease Agreement, the Performance Bank Guarantee shall be forfeited. However, this penalty will not apply in the event of non-fulfilment due to force majeure, the withholding of permit(/s) and/or Government approval(/s) on the proposed investment involving the Activities and/or Lease Agreement. This Performance Bank Guarantee shall be released upon receipt of notice from the Lessee that the construction of the Plant has been completed.

**ARTICLE 8: ARBITRATION**

8.01 Any dispute arising between the parties out of or in connection with this Agreement shall first be settled through negotiations done in good faith with a view to reaching an amicable settlement.

8.02 In the event that the dispute mentioned above cannot be settled amicably, such dispute shall be settled in the Union of Myanmar by arbitration, through two arbitrators, each one of whom shall be appointed by each of the Parties to this Agreement. Should the arbitrators fail to agree then the dispute shall be referred to an Umpire nominated by the arbitrators. The decision of the arbitrators or the umpire shall be final and binding on both parties. The arbitration proceedings shall in all respects conform to the Arbitration Act (Myanmar Act No. IV of 1944) or any subsisting modification thereof and shall be conducted in the English Language. The venue for the arbitration shall be Yangon, Myanmar. The arbitration fees shall be borne by the losing party.

Should Myanmar accede to any international convention on the enforcement of arbitral awards in the future, the LESSOR and the LESSEE agree to the arbitration in accordance with the UNCITRAL rules.

**ARTICLE 9: GOVERNING LAW**

9.01 This Agreement shall be read, construed, interpreted and governed by the laws of the Union of Myanmar.

**ARTICLE 10: WARRANTY AND REPRESENTATION**

10.01 Each party represents and warrants to the other that it is a legal person duly authorized under the relevant laws and has the right power, sound financial standing and authority to enter into this Agreement.

**ARTICLE 11: CONDITION PRECEDENT**

11.01 This LEASE AGREEMENT is conditional upon receipt of all necessary and requisite approvals for its performance and implementation of this Lease Agreement from all relevant government authorities in the Union of Myanmar and the LESSEE warrants and presents that it shall procure the required permit(s), sanction(s), approval(s) and similar ones from the relevant government agencies soonest possible.

**ARTICLE 12: MODIFICATION OF AGREEMENT**

12.01 This Agreement constitutes the whole and only agreement and understanding between the parties at the time of execution of this Agreement in connection with the arrangements described herein.

12.02 In the event that any situation or condition arises due to circumstances not envisaged in the Agreement and that it warrants amendments to this Lease Agreement, the parties hereto shall make necessary negotiations with a view to making such necessary amendments.

12.03 All modifications, changes and / or amendment to this Agreement intended to be integral to this Agreement shall only be valid if agreed and confirmed in writing by both parties.

## ARTICLE 13: LAW OF PERFORMANCE

13.01 Both parties shall carry out their obligations arising out of this Lease Agreement according to the laws, rules, regulations, directives and procedures of the Union of Myanmar.

## ARTICLE 14: TERMINATION

14.01 This Lease Agreement shall be terminated through the service of 90 (ninety) days' notice by either Party hereto upon the occurrence of any of the following events, subject to the approval of MIC:

(a) substantial and continuous losses sustained by the Lessee unless the Lessee is capable of paying the Rent,
(b) breach of condition of this Lease Agreement by one of the parties without rectification within (60) sixty days from the written notification of other party,
(c) Force majeure persisting for more than 6 (Six) months from the occurrence thereof,
(d) Incapability of implementing the original objects of the LESSEE, or
(e) date of expiry of this Lease Agreement.

14.02 This Agreement may be terminated, before the expiry of the Term of this Agreement, by mutual consent in writing, after a service of ninety (90) days notice of the intention of such termination of the one party to the other.

14.03 Subject to Articles 14.01, 14.02 and 16.01, this Lease Agreement may also be terminated by the LESSEE in the event that a natural disaster or any destruction of loss caused by Force Majeure occurs, incapacitating normal operation. The LESSEE reserves its rights under this Lease Agreement to reconstruct the damaged property wholly or partially at its own cost and continue its operations. Notice of intention to terminate shall be given in writing to the LESSOR 90 (ninety) days in advance.

14.04 Termination shall be effective only after receipt of the approval from MIC.

14.05 It is mutually agreed that if any of the parties shall in any substantial respect fail to perform or observe the terms and conditions of this Lease and fails to rectify

such non-performance or non observance within (6) months from the notification in writing of such default, the affected party shall be entitled to claim damages, specific performance of this Agreement and/or any other remedies from the defaulting party including but not limited to all losses suffered by the affected party from the investment made for the purposes of the Activities as a result of the breach by the defaulting party.

**ARTICLE 15: RETRANSFER OF LEASED PROPERTY**

15.01 During the period of Initial 20 (twenty) years lease and during those of the extended periods, LESSEE shall undertake normal maintenance and due care of the said Land and all the properties within.

15.02 At the end of the lease period or in the event that this Agreement is terminated as mentioned in Article 14, the LESSEE shall transfer the said Land and immovable properties on it without any consideration to the LESSOR, within 6 (six) months from the expiry of the lease period or date of termination, whichever is applicable, in good condition, ground damage having been refilled or repaired, excepting normal wear and tear.

15.03 The LESSEE shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and/ or disposed of within 6 (six) months without affecting the LESSOR'S right to claim for the rent up to the date of complete evacuation and damages for damage caused to the land by LESSEE.

**ARTICLE 16: FORCE MAJEURE**

16.01 If a party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other parties under this Agreement, it is agreed that the affected party shall give notice to the other parties within 14 (fourteen) days after that occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such party as are affected by such Force Majeure including payment of any rental under this Agreement shall, be suspended during the continuance of the disability so caused, but for no longer period, and such cause shall as far as possible, be removed with all reasonable dispatch. Neither party shall be responsible for delay, damage or loss caused by Force Majeure.

16.02 The term "Force Majeure" as applied herein shall mean Act of God, restraints of a government, strikes, lockout, industrial disturbances, wars, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earthquakes, storms, lightning and any other causes similar to the kind herein

enumerated which are beyond the control of either party and which by exercise of due care and diligence, neither party is unable to overcome.

16.03 Immediately, after removal of such a Force Majeure condition, the affected party shall perform obligatory functions with all speed and effectiveness.

## ARTICLE 17: MINERAL RESOURCES AND TREASURES

17.01 Mineral resources, treasures, gems and other natural resources discovered unexpectedly from, in or under the said Land during the term of this Lease Agreement shall be the property of the Government of the Union of Myanmar, and the LESSOR shall be at liberty to excavate the aforesaid at anytime, provided that if the operations of the Lessee shall be disrupted at any time, the prior written consent of the Lessee shall be obtained and the parties shall come to a mutually acceptable consensus.

## ARTICLE 18: NOTICE

18.01 Any notice or other communication required to be given or sent hereunder shall be in the English Language and shall be sufficiently served on the other party if addressed to him and left by hand at or sent by facsimile transmission (if sent by facsimile, a written confirmation must be sent as soon as practicable by registered air mail) or sent by prepaid registered post (airmail, if overseas) or international courier to the party concerned at addresses stipulated herein or last known address:

| | | | |
|---|---|---|---|
| **LESSOR** | Name | : | Department of Fisheries,<br>Ministry of Livestock and Fishery |
| | Address | : | Sin Min Street, Ahlone Township<br>Yangon, Union of Myanmar |
| **LESSEE** | Name | : | A.S.K. Andaman Limited |
| | Address | : | No 57, Pyay Road, 6 ½ Mile<br>Hlaing Township,<br>Yangon, Myanmar |

18.02 Notices shall be deemed received upon receipt if hand delivered and ten (10) calendar days after the date of dispatch thereof if by prepaid air courier or by certified mail and upon receipt of confirmation of successful transmission if by facsimile. A copy of any notice sent by facsimile shall also be sent by prepaid air courier or the certified mail, provided that failure to receive such copy shall not invalidate the facsimile notice.

## ARTICLE 19: WAIVER

19.01 No failure or delay on the part of either party in exercising any power or right hereunder or no knowledge or acquiescence by either party hereto of or in any breach of any terms and conditions or covenants herein contained, shall operate as a waiver thereof, nor shall any single or partial exercise of such right or power preclude any other or further exercise of any other right or power herein.

## ARTICLE 20: TIME

20.01 Time wherever mentioned shall be of the essence of the contract.

## ARTICLE 21: LANGUAGE

21.01 This Agreement shall be written in English. All correspondence related to this Agreement shall be in English. The English Language version of this Agreement shall prevail over any translation thereof. Notwithstanding that certain documents must be executed and filed in the Myanmar Language under the laws of Myanmar, the governing language of such documents shall be the English Language translation of the same.

## ARTICLE 22: VALIDITY OF AGREEMENT

22.01 The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice or affect the validity of the remaining provisions of this Agreement.

**IN WITNESS WHERE OF THE PARTIES** hereto have set their hands and seals on the Day, the Month and Year First above written

| Signed, sealed and Delivered by | Witnessed in the presence of |
| --- | --- |
| (1) For and on behalf of The Lessor | (1) |
| ________________ Name | ________________ Name |
| (2) For and on behalf of The Lessee | (2) |
| ________________ Name | ________________ Name |

# BUMIPUTRA-COMMERCE BANK BERHAD

## PERFORMANCE BANK GUARANTEE

Department of Fisheries
Yangon, Myanmar

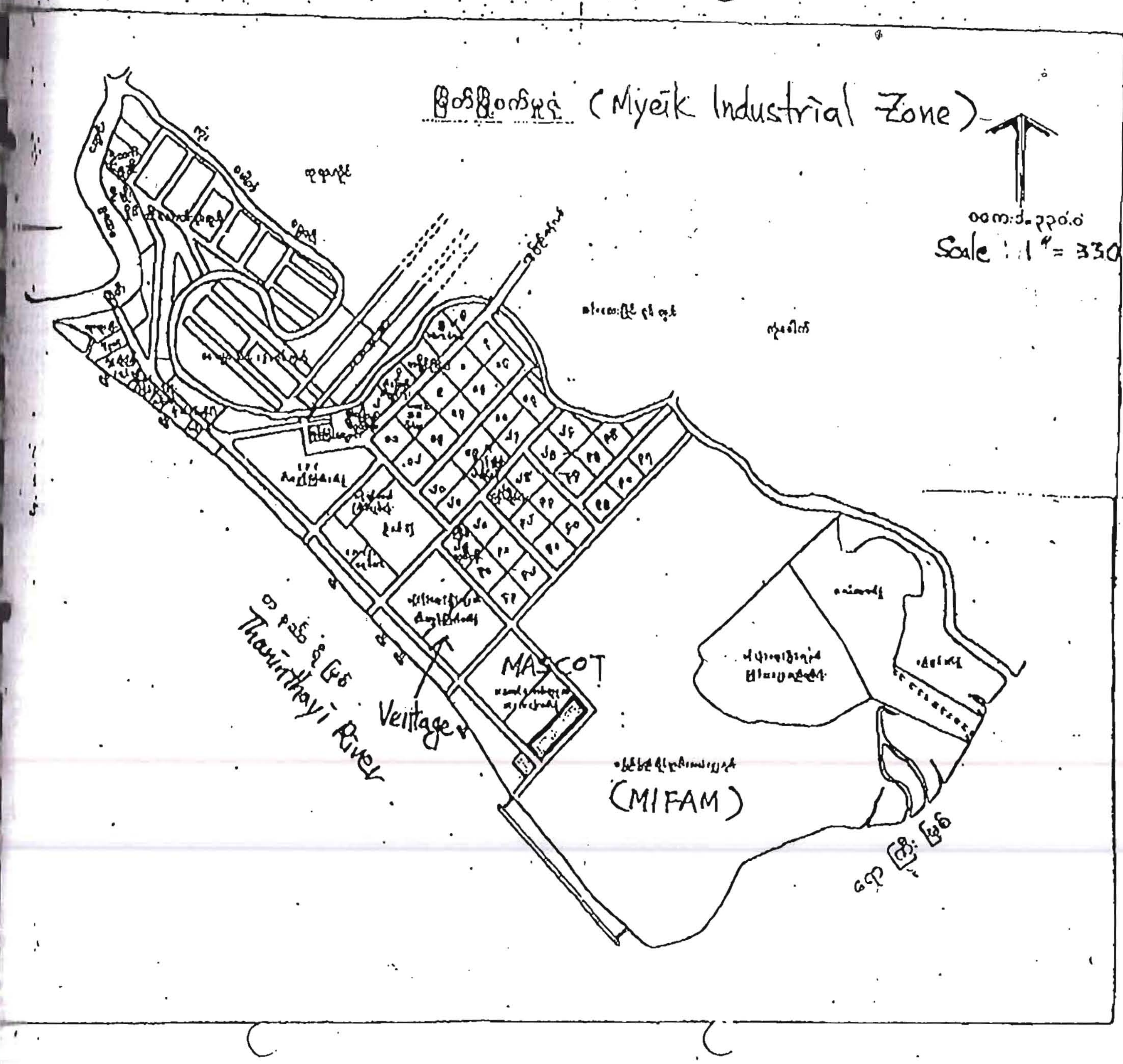
**PERFORMANCE BANK GUARANTEE NO..**

In consideration of Myanmar Foreign Investment Commission granting the approval of the proposed investment by the Company A.S.K. Andaman Ltd (to be incorporated) and the granting of a land lease from Department of Fisheries of the identified land lot of No. 307/420 (A) and 307/1648 of 10,115 square meters of Block no. 236, Oh Louk Pyin, Myeik Taung Village, Myeik Township, Myeik for a period of 30 years (including initial years). We hereby irrevocably and unconditionally agree to pay without delay on your first written demand any amount claimed by you up to the extent of US$100,000 in the event that the Company failed to effect the Proposed Investment and Lease Agreement within 6 months from signing of the Land Lease Agreement with Ministry of Livestock & Fisheries which leases out land and after issuance of MIC permit and date of incorporation of A.S.K. Andaman Ltd whichever is later.

This guarantee shall be released upon receipt by the Department of Fisheries a notice from A.S.K. Andaman Ltd of the completion of the construction of the proposed Plant or in the event of force majeure or in the event that the necessary permits and approvals needed to make the investment viable are not granted or are withheld by the governing authorities.

APPENDIX 1

Site map of the said Land



၅၃ ၄(က)

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်

ရှေ့နေချုပ်ရုံး

စာအမှတ်၊ ၂(၅)၃-၂၇(၂၂၄)

ရက်စွဲ၊ ၂၀၀၂ ခုနှစ် အောက်တိုဘာလ ၂၄ ရက်

အကြောင်းအရာ။ Lease Agreement (မူကြမ်း) စိစစ်ပေးရန်ကိစ္စ

ရည်ညွှန်းချက်။ ငါးလုပ်ငန်း ဦးစီးဌာန၏ ၁၆-၁၀-၂၀၀၂ ရက်စွဲပါစာအမှတ်၊ ငလ/တမ-၄/၂၀၀၂-၂၀၀၃ (၄၆၇)

၁။ ငါးလုပ်ငန်း ဦးစီးဌာနပိုင် မြိတ်မြို့ စက်မှုဇုန်ရှိ မြေကွက်ကို မြေငှားရမ်းရန်အတွက် ငါးလုပ်ငန်း ဦးစီးဌာနနှင့် A.S K Andaman Ltd တို့ ချုပ်ဆိုမည့် Lease Agreement (မူကြမ်း) ကိုစိစစ်ပေးပါရန် ရည်ညွှန်းစာဖြင့် မေတ္တာရပ်ခံလာသော ကိစ္စဖြစ်ပါသည်။

၂။ ပူးတွဲပေးပို့လာသော Lease Agreement (မူကြမ်း) ကိုလေ့လာ စိစစ်၍ အောက်ပါအတိုင်း အကြံပြုပါသည် —

(က) စာချုပ် (မူကြမ်း) Parties Clause တွင် A S K Andaman Ltd ၏ registered office တည်ရှိရာ နေရာနှင့် WHEREAS ပထမအပိုဒ်ရှိ ငှားရမ်းမည့်မြေကွက် တည်ရှိရာ နေရာဟုကွက်လပ်ထားရှိရာ စာချုပ်လက်မှတ်ရေးထိုးသည့်အခါ ဖြည့်စွက်ဖော်ပြရန် လိုအပ်ပါမည်၊

(ခ) စာချုပ် (မူကြမ်း) Article 3.01 တွင် Transfer of Immoveable Property Restriction Law အရ ငှားရမ်းထားခြင်း ခံရသူနှင့် ငှားရမ်းမည့်မြေအပေါ်အကျိုးသက်ရောက်မှု မရှိစေရန် ဖော်ပြထားရာ အစိုးရအဖွဲ့၏ ညွှန်ကြားချက် အမှတ် ၃/၉၀ အရ စီးပွားရေးလုပ်ငန်းအတွက် နိုင်ငံခြားအဖွဲ့အစည်းများ နှင့်ပုဂ္ဂလိကများ ကိုမြေငှားရမ်းသည့် ကိစ္စများ ကိုခွင့်ပြုထားပြီး ဖြစ်ကြောင်းအပိုဒ် ကိုဖော်ပြရန် မလိုအပ်သဖြင့် ပယ်ဖျက်ပေးလိုက်ပါသည်။

(ဂ) စာချုပ် (မူကြမ်း) Article 15 . 02 တွင် ငှားရမ်းကာလကုန်ဆုံး သည့်အခါ သို့မဟုတ် ငှားရမ်းခြင်းရပ်စဲသည့်အခါ မြေကွက်ပေါ်၌ မရွှေ့မပြောင်းနိုင်သောပစ္စည်းများ အတွက် Lessor က ကာလပေါက်ဈေးဖြင့် Compensation ပေးရမည်ဖြစ်ကြောင်း ဖော်ပြထားရာဝါ၊ လုပ်ငန်းဦးစီး ဌာနအနေဖြင့် လက်ခံနိုင်ခြင်း ရှိ မရှိ စဉ်းစားသင့်ပါသည်၊

(ဃ) စာချုပ် (မူကြမ်း) Article 7 တွင် Lessee မှပတ်ဝန်းကျင်ထိန်းသိမ်းရေးအတွက် တာဝန်ယူစေရန် အပိုဒ်ခွဲ 7.08 အဖြစ်ဖြည့်စွက်ပေးလိုက်ပါသည်၊

(င) စာချုပ် (မူကြမ်း) အပိုဒ် 4 . 01တွင်ငှားရမ်းခ ကို ကွက်ချက်ဖော်ပြထားသော်လည်း မည်သို့ မည်ပုံမည့်သည့်အချိန်တွင် ပေးဆောင်ရမည်ကို ဖော်ပြထားခြင်း မရှိပါ၍ Mode of Rental Payment နှင့်စပ်လျဉ်း၍ သီးခြား စာပိုဒ်အဖြစ် ဖြည့်စွက်ဖော်ပြသင့်ပါသည်၊

(စ) စာချုပ် (မူကြမ်း) ၏ Article 22 တွင်အမွေဆက်ခံသူများ၊ လွှဲအပ်ခံရသူများ အပေါ် စာချုပ်အကျိုးသက်ရောက်ကြောင်း ဖော်ပြထားရာ စာချုပ်၏Parties Clause တွင် ဖော်ပြထားပြီးဖြစ်၍ ပယ်ဖျက်ပေးလိုက်ပါသည်၊

(ဆ) အခြားလိုအပ်သောနေရာများတွင် မင်နီဖြင့် အနည်းငယ် ပြင်ဆင်ဖြည့်စွက်ပေးလိုက်ပါသည်၊

(ဇ) အခွန်ဝင်ငွေခွန် အကောက်ခွန် ဥပဒေအရ တံဆိပ်ခေါင်းခွန်ကင်းလွတ်ခွင့် ဆက်သွယ်ခွင့် မရသေးလျှင် ဟစ်နှစ်ပုံ မှငှားရမ်းခ၏ ၁% နှင့် ညီမျှသော တံဆိပ်ခေါင်းခွန်ကိုအငှားချထားခြင်း ခံရသူက ထမ်းဆောင်ရမည်ဖြစ်ပါသည်၊

၃။ A .B .K Andaman Ltd သည် သက်ဆိုင်ရာ ဥပဒေအရ မှတ်ပုံတင် ဖွဲ့စည်းထားခြင်း ရှိ မရှိ၊ စာချုပ်ပါလုပ်ငန်းကို လုပ်ကိုင်နိုင်စွမ်း ရှိ မရှိ၊ စာချုပ်တွင် လက်မှတ်ရေးထိုးသူသည် အရာ ဝင်လွှဲအပ်ခြင်း ခံရသည်

လျှို့ဝှက်

၃

ဟုတ် မဟုတ် စသည်တို့ အတွက် သက်ဆိုင်ရာ စာရွက်စာတမ်း များ ဟောင်းယှ
စိစစ်သင့်ပါသည်။

၄။ ဤစာချွန်(မူကြမ်း)ကိုလက်မှတ်ရေးထိုးပြီးပါက မှတ်တမ်းတင်ထား
နိုင်ရန်အတွက် ဤဌာနသို့ မိတ္တူ ၁ စောင်ပေးပို့ပါရန်မေတ္တာရပ်ခံအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မေဒင်၊ ညွှန်ကြားရေးမှူး)

ငါးလုပ်ငန်းဦးစီးဌာန

ပေးပို့သူ - ... ငါးလုပ်ငန်းဦးစီးဌာန
တိုင်း ငါးလုပ်ငန်းဦးစီးဌာန
တနင်္သာရီတိုင်း - မြိတ်မြို့
စာအမှတ်။ ၁၁၊ ၀၀ - ၂/၄/ ၂၂ ( ၅၈၃၈ / ၅၈၃၈ )
ရက်စွဲ။ ၂၀၀၂ ခုနှစ်၊ နိုဝင်ဘာလ ( ၅ ) ရက်

ညွှန်ကြားရေးမှူးချုပ်
ငါးလုပ်ငန်းဦးစီးဌာန
ရန်ကုန်မြို့။

အကြောင်းအရာ။ ။ မြိတ်မြို့နယ်၊ မြိတ်တောင်ကျေးရွာအုပ်စုရှိ ငါးအမဲလိုက် လုပ်ငန်းအတွက် မြေယာလုပ်ပိုင်ခွင့်ပြုမိန့် ပြောင်းလဲပေးရေး ဆောင်ရွက်ပြီး ဝင်းမြအောင်ရှင် ... တင်ပြခြင်း ။

အထက်ပါအကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ တနင်္သာရီတိုင်း၊ မြိတ်မြို့နယ်မြိတ်တောင်ကျေးရွာအုပ်စုတွင် ငါးအမဲလိုက်လုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေဧရိယာ (၂.၅၀) ဧကအား ငါးလုပ်ငန်းဦးစီးဌာနအမည်သို့ ပြောင်းလဲ ... ပြုလုပ်ပေးနိုင်ပါရန် ... တင်ပြအပ်ပါသည်။

( ယန်းဦးဝေ )
တိုင်းဦးစီးမှူး
တိုင်းငါးလုပ်ငန်းဦးစီးဌာန
တနင်္သာရီတိုင်း - မြိတ်မြို့။

မိတ္တူကို / -
- ညွှန်ကြားရေးမှူး ( စီမံ/ဘဏ္ဍာ ) ငါးလုပ်ငန်းဦးစီးဌာန၊ ရန်ကုန်မြို့။
- ရုံးလက်ခံ။
- မျှောစာတွဲ။

တိကျမှန်ကန်

LAND REVENUE II
Lease I

*Entered in Land Register 3 ( Volume* 

*Revenue Proceedings No.* 381 *of* 2002-2003 MYEIK *District Office*

# FORM OF LEASE OF TOWN LANDS ~~WITH~~ POWER OF RENEWAL UP TO NINETY YEARS

*(Rule 51A of the Rules under the U.B. Land and Revenue Regulation, 1889)*
*(Rule 29 of the Rules under the L.B. Town and Village Lands Act, 1898)*

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THIS LEASE made the 13 day of January one thousand nine hundred and Two Thousand Three BETWEEN THE GOVERNMENT OF THE UNION OF BURMA (hereinafter called "the Lessor" which expression shall be taken to mean and include the said Government of the Union of Burma and his successors in office and assigns except when the context requires another and different meaning) of the one part: AND

ဒေါ်လှိုင်နှင်း ဦးစိုးဖွား of မြိတ်ကောင်း son of

(hereinafter called "the Lessee" which expression shall be taken to mean and include the said ဒေါ်လှိုင်နှင်း ဦးစိုးဖွား his heirs executors administrators representatives and assigns except when the context requires another and different meaning) of the other part: WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessee* hereinafter contained the Lessor DOTH hereby lease unto the Lessee all that piece of land described in the schedule hereto together with all rights easements and appurtenances to the same belonging save and except all mines and mineral products buried treasure coal petroleum oil and quarries whatsoever in under or within the said land with liberty for the Lessor and his lessees licensees agents and workmen and all other persons acting on his behalf to dig search for obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land and that such compensation shall in case of dispute be determined by the Deputy Commissioner of မြိတ်မြို့ as nearly as may be in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force TO HOLD the said land unto the Lessee for the term of thirty years from the date of this lease (13.1.2003)မှ (12-1-2033)ထိ * with the option for the Lessee to renew this lease for † two successive terms of thirty years † as hereinafter provided * YIELDING and PAYING therefor the clear yearly rent of Kyat ၂၈၈၁/- ၈၀ိ: payable in advance on the third day of January of each year and the Lessee doth hereby to the intent that the burden of the covenants may run with the said land and may bind the owners thereof for the time being covenant with the Lessor :

1. To pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes rates and assessments that now are or may hereafter during the said term be imposed upon the said land or any buildings that may be erected thereon or upon the Lessee in respect thereof.

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*—* The words "with the option........ hereinafter provided" should be omitted at the second renewal.
†—† The words "a further term of thirty years" should be substituted at the first renewal.

2. To commence to erect upon the said land within ........................ months from the date hereof the buildings the measurements elevation and materials of which shall receive the previous approval * in writing of the Deputy Commissioner and to complete such buildings within ........................ months from the date hereof and during the currency of this lease to keep such buildings in good repair to the satisfaction of the said Deputy Commissioner.

† Alternative

2. To erect upon the land within months from the date hereof and thereafter at all times during the said term to maintain thereon a good and substantial as described in his application according to the rules and bye-laws which now are in force or hereafter may be in force under any Act governing the administration of urban areas in respect to materials to be used in and method of construction of buildings.

* Strike out alternative not required.

3. Not to erect buildings on more than ........................ of the area of the said land.

4. Not to alter the position mode of construction or materials of the said building or of any other buildings that may hereafter be erected on the said land without the consent in writing of the said Deputy Commissioner and not to erect any other building upon the said land without first obtaining such consent.

† Alternative

4. Not to erect any other building on the said land without first obtaining the consent in writing of the said Deputy Commissioner.

† Strike out alternative not required.

5. Not to use the said land and buildings that may be erected thereon during the said term for a lodging-house or for a cooly-barrack or for any other purpose than ........ လူနေအဆောက်အဦ ........ without the consent in writing of the said Deputy Commissioner.

In the event of the lessee obtaining subject to any further restrictions and conditions or subject to enhanced rent the consent of the Deputy Commissioner to erect maintain keep or use buildings on the land for the purpose of a lodging-house or a cooly-barrack to comply with all such restrictions and conditions and to pay on the dates aforesaid such enhanced rent as if they were part of this indenture.

6. Without first obtaining such consent not to subdivide the said land or to part with the possession of transfer or sublease a part only of the said land.

7. To register all changes in the possession of the whole of the said land whether by transfer otherwise than by registered document succession or otherwise in the register of the said Deputy Commissioner within one calendar month from the respective dates of such changes and if the Lessee shall without sufficient cause neglect to register such changes the said Deputy Commissioner may impose on him for each such case of neglect a penalty not exceeding **K 100** and a further monthly penalty not exceeding K 50 for each month that such

* In Municipal areas the building plans should also be submitted to the Municipal Committee (See Section 115, Burma Municipal Act, 1898).

breach shall continue and the said Deputy Commissioner may enforce the payment of such penalties in the same manner as arrears of revenue on land may be recovered.

8. That the said Deputy Commissioner and all persons acting under his orders shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with this lease.

9. At the expiration of the said term hereby granted quietly to surrender and deliver up possession of the said land but not the buildings or fixtures that may then be thereon to the Lessor provided that if the Lessor shall re-enter upon the said land and determine this lease under clause 10 hereof the Lessee shall thereupon quietly deliver up possession of the said land and buildings and fixtures that may then be thereon to the Lessor :.

10. PROVIDED always that if the said rent or any part thereof shall be in arrear and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee shall not observe and perform the covenants hereinbefore contained the said Deputy Commissioner may immediately and notwithstanding the waiver of any previous breach or right of re-entry cancel this lease and take possession of the land and the buildings and fixtures that may then be thereon.

And the Lessor doth hereby covenant with the Lessee—

11. That the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously cancelled under clause 10 hereof and if the Lessee shall have paid the said rent and duly observed and performed the covenants by the Lessee herein contained up to the expiration of the said term take away and dispose of all buildings and fixtures that may then be erected and fixed to the said land provided that the Lessee makes good and repairs any damage that may be caused to the said land by such removal.

12. That if the Lessee shall be desirous of taking a renewed lease of the said piece of land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last-mentioned term give to the Lessor three calendar months' previous notice in writing and shall pay the rent hereby reserved and observe and perform the several covenants and conditions herein contained and on the part of the Lessee to be observed and performed up to the expiration of the said term hereby granted the Lessor will upon the request and at the expense of the Lessee and upon his signing and delivering to the Lessor a counterpart thereof sign and deliver to the Lessee a renewed lease of the said piece of land for a further term of thirty years at a rent to be fixed by the Lessor and under and subject to similar covenants and provisions or such of them as shall be then subsisting or capable of taking effect provided that a lease for a third term of thirty years shall not contain this present covenant or renewal :

9

13. PROVIDED also and it is hereby agreed that the Lessor his successors or assigns may at the expiration of the said term hereby granted if the Lessee shall not have obtained a renewal of this lease under clause 12 hereof elect to purchase the said buildings and fixtures that may then be in or upon the said land on giving to the Lessee one calendar month's previous notice in writing of such his intention and the price shall in case of dispute be determined by the Executive Engineer of the said district according to the actual value of such buildings and fixtures and his decision shall be final and conclusive and altogether binding upon the Lessee :

IN WITNESS WHEREOF ဦးမိုးသင်း၊ ခရိုင်အုပ်ချုပ်ရေးမှူး acting for and on behalf of the GOVERNMENT OF THE UNION OF BURMA and ဒေါ်လှိုင်ငွေ ဦးမိုးဌာန၊ မြိတ်မြို့ have hereunto set their hands.

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THE SCHEDULE ABOVE REFERRED TO

ALL that piece of land situate in the မြိတ်တောင် ward of the town of မြိတ်မြို့ known as lot No. ၂၀၇/၄၂၀(က)+၂၀၇/၁၆၄၇ in block No. ၂၃၆၊ အိုးလှေတန်း containing (၂.၄၀) ဧက or thereabouts bounded as follows :—

*North* လမ်း

*East* လမ်း

*South* အင်းမိုးရ

*West* ဦးထွန်းအောင်မြတ်-၂၀၇/၄၂၀(၁)

and shown in the annexed plan marked *red.*

Signed by the said ဦးမိုးသင်း၊ ခရိုင်အုပ်ချုပ်ရေးမှူး
in the presence of ဦးထင်အောင်၊ ဦးမိုးအောင်ကျော်

*Witnesses.*

(ဦးထင်အောင်)

*Deputy Commissioner,*

DEPUTY COMMISSIONER

Signed by the said ဒေါ်မိုး ဦးမိုးဌာနမှူး
in the presence of ဦးထင်အောင်၊ ဦးမိုးအောင်ကျော်

*Witness.*

(ဦးထင်အောင်)

*Signature of Lessee.*

ဒေါ်မိုး ဦးမိုးဌာနမှူး (ကိုယ်စား)
(စိန်မြင့်)
ခရိုင်ဦးစီးဌာနမှူး
မြိတ်ခရိုင်ငါးလုပ်ငန်းဦးစီးဌာန
မြိတ်မြို့

# TRANSLATION OF LEASE

*(To be attached to Original)*

နှစ်ပေါင်း ၉၀ ထိ အသစ်လဲလှယ်ချုပ်ဆိုခွင့်ရသည့် မြို့မြေအငှါးစာချုပ်ပုံစံ

၁၈၈၉ ခုနှစ်၊ မြန်မာနိုင်ငံအထက်ပိုင်းဆိုင်ရာမြေမှုမှစ၍အခွန်ရက်ဂယူလေရှန်ဥပဒေအရနည်းဥပဒေများအနက်နည်းဥပဒေ ၅၁-က၊
၁၈၉၈ ခုနှစ်၊ မြန်မာနိုင်ငံအောက်ပိုင်းမြို့ ရွာရှိမြေရာအက်ဥပဒေအရ နည်းဥပဒေများအနက်နည်းဥပဒေ ၂၉။

၁၉ ခုနှစ်၊ လ ရက် (၁၃ ခုနှစ်၊ လ ရက်) နေ့၊ အောက်၌ "အငှါးချသူ" ခေါ်တွင်စေမည့်၊ ပြည်ထောင်စုမြန်မာနိုင်ငံ အစိုးရနှင့် အောက်၌ "အငှါးရသူ" ခေါ်တွင်စေမည့်၊ ရပ်နေ မောင် ၏သား၊မောင် တို့ချုပ်ဆိုကြသည့်စာချုပ်။ (အငှါးချသူဆိုသည့်စကားမှာ၊ ရှေ့နောက်စကားစဉ်ကိုထောက်၍၊ ကွဲလွဲသည့်အနက်အဓိပ္ပါယ်သမ္မန်ရန်မလိုသည့်အခါ၊ ပြည်ထောင်စုမြန်မာနိုင်ငံအစိုးရနှင့်တကွ၊ ၎င်းရာထူးတွင်ဆက်ခံသူ၊ လွှဲအပ်ခံသူတို့ပါဆိုလိုသည်မှတ်ယူရမည်။ အငှါးရသူဆိုသည့်စကားမှာ၊ ဆိုခဲ့သည့် မောင် နှင့်တကွ၊ ၎င်း၏အမွေခံအမွေစား၊ သေတမ်းစာအရစီရင်ပိုင်သူ၊အမွေအုပ်အမွေထိန်း၊ ကိုယ်စားလှယ်၊ လွှဲအပ်ခံသူတို့ပါဆိုလိုသည်မှတ်ယူရမည်။) အောက်တွင်ပြဋ္ဌာန်းသတ်မှတ်ပါရှိသည့် အခွန်ငွေနှင့်တကွ၊ အငှါးရသူ ခံဝန်ချက်များကို ထောက်မြော်၍၊ အောက်စာရင်းတွင်သတ်မှတ်ဖော်ပြရာပါမြေနှင့်၊ အရပ်ရပ်ဆိုင်ရာဆိုင်ခွင့်များမှစ၍၊ ၎င်းမြေနှင့်စပ်ဆိုင်သည်များကိုအငှါးချသူက အငှါးရသူသို့ပေးအပ်ချထားသည်။ သို့သော်လည်းဆိုခဲ့သည့် မြေအတွင်းမြေအောက်ရှိ အရပ်ရပ်ဓါတ်သတ္တုတွင်း၊ ဓါတ်ရည်ဓါတ်ခဲ၊ ဓါတ်သတ္တုများ၊ မြေထဲရှိဝတ္ထုအရပ်ရပ်၊ ကျောက်မီးသွေး၊ ရေနံ၊ ကျောက်တွင်းစသည်များကို အငှါးချသူမှစ၍၊ ၎င်းထံအငှါးရသူ၊ လိုင်ဆင်ရသူ ကိုယ်စားလှယ်လုပ်သားများနှင့် ၎င်းအတွက်ဆောင်ရွက်လုပ်ကိုင်သူအရပ်ရပ်တို့လွတ်လွတ်တူးဖေါ်ရှာဖွေဆောင်ယူခွင့်နှင့်တကွ၊ ဆိုခဲ့သည့်ဝတ္ထုများကို အငှါးချသူအတွက်ခြွင်းချန်ထားရမည်။သည်ကဲ့သို့တူးဖေါ်ရှာဖွေဆောင်ယူရာတွင်အနှောင့်အရှက် ဖြစ်သည့်အတွက် ဖြစ်စေ၊မြေမျက်နှာပြင်ပျက်စီးယိုယွင်းစေသည့်အတွက်ဖြစ်စေ၊ သင့်ရာလျော်ကြေးငွေကိုလည်း၊အငှါးရသူသို့ပေးလျော်ရမည်။ လျော်ကြေးငွေမည်မျှပေးလျော်သင့်သည် အငြင်းအခုံရှိလျှင် တည်ဆဲမြေသိမ်းအက်ဥပဒေရက်ဂယူလေရှန်ဥပဒေများပါပြဋ္ဌာန်းချက်များနှင့် ညီညွတ်နိုင်သမျှညီညွတ်အောင် ခရိုင်ဝန်က သတ်မှတ်ရမည်။ ဆိုခဲ့သည့်မြေကို၊ ယခုစာချုပ်ချုပ်ဆိုသည့်နေ့ရက်က နှစ်ပေါင်း ၃၀ ထိအငှါးရသူလက်ရှိပိုင်ဆိုင်ခွင့်ရစေမည့်ပြင်၊ * ရှေ့သို့ † တကြိမ်လျှင် နှစ်ပေါင်း ၃၀ ကျ၊နှစ်ကြိမ် † ဆက်လက်၍၊လက်ရှိပိုင်ဆိုင်ခွင့်ရရန်ပြဋ္ဌာန်းထားသည့်အတိုင်းစာချုပ်အသစ် လဲလှယ်ချုပ်ဆိုလိုလျှင်လည်း ချုပ်ဆိုခွင့်ရသည်။ * ၎င်းမြေအတွက် နှစ်စဉ်ထမ်းဆောင်သင့်အခွန်ငွေ ကို၊ နှစ်စဉ်ဇန္နဝါရီလ ၃ ရက်နေ့တွင် ကင်းရင်ထမ်းဆောင် ခံဝန်ချက်များကိုလည်း၊မြေလက်ရှိဖြစ်သမျှကာလအတွင်းတည်စေ၍၊၎င်းမြေလက်ရှိပိုင်ဆိုင်သူတို့က၊ တည်ဆဲခံဝန်ချက်များအတိုင်းလိုက်နာဆောင်ရွက်ရန်အငှါးရသူနှင့်၊အငှါးချသူတို့သဘောတူချုပ်ဆိုကြသည်။

၁။ ။အခွန်ငွေကိုထမ်းဆောင်ရန် အထက်သတ်မှတ်သည့်နည်းလမ်းအတိုင်း သတ်မှတ်သည့် နေ့ရက်များတွင်ထမ်းဆောင်ရမည့်ပြင်၊ ၎င်းမြေတွင်ဖြစ်စေ၊မြေတွင်ဆောက်လုပ်မည့်အဆောက်အဦများတွင်ဖြစ်စေ၊၎င်းတို့နှင့်စပ်လျဉ်း၍ အငှါးရသူအပေါ်တွင်ဖြစ်စေ၊ အငှါးချထားသည့် ကာလအပိုင်း အ ခြား အ တွင်း စည်း ကြပ် ကောက်ခံဆဲ ကောက်ခံလတ္တံ့သောအခွန်အတုတ်အကောက်အခံအရပ်ရပ်ကိုလည်းထမ်းဆောင်ရမည်။

၂။ ယခုစာချုပ်ပါနေ့ရက်မှ လအတွင်းခရိုင်ဝန်သဘောတူချက် * အဝိန်စာ ကောင်းရင်ရရှိရမည့် အကျယ်အဝန်း အနိမ့်အမြင့်အတိုင်းအထွာ၊ ဆောက်လုပ်ရန်ဝတ္ထု၊ ကိရိယာများနှင့်အညီ အဆောက်အဦကိုစတင် ဆောက်လုပ်၍စာချုပ်ပါနေ့ရက်မှ လအတွင်းပြီးစီးစေရမည့်ပြင်၊ ယခု အငှါးစာချုပ်အတည်ဖြစ်သည့်ကာလ အပိုင်းအခြားအတွင်းလည်း၊ ၎င်းအဆောက်အဦများကို ခရိုင်ဝန်သဘောကျ ကောင်းမွန်စွာပြုပြင်ထားရမည်။

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*—* ဒုတိယအကြိမ် စာချုပ်အသစ်လဲလှယ်ရာတွင်၊ "ရှေ့သို့တကြိမ်လျှင်......ချုပ်ဆိုခွင့်ရသည်။" ဆိုသည့်စကားရပ်ကိုချန်လှပ်ရမည်။

†—† ပဌမအကြိမ်စာချုပ်အသစ်လဲလှယ်ရာတွင်၊ "နှစ်ပေါင်း ၃၀ ကျတကြိမ်" ဆိုသည့်စကားရပ်ကို အစားထည့်သွင်းရမည်။

* မြို့နိစီပါယ်နယ်ရာပ်ကွက်များတွင်၊ အဆောက်အဦပုံများကိုလည်းမြို့နိစီပါယ်ကော်မီတီထံတင်သွင်းရမည်။(၁၈၉၈ ခုနှစ်၊ မြန်မာနိုင်ငံမြို့နိစီပါယ်အက်ဥပဒေပုဒ်မ ၁၁၅)။

(Lease 1)

*သို့မဟုတ်

၂။ ။ယခုစာချုပ်ပါနေ့ရက်မှ လအတွင်း၊မြေပေါ်တွင်ကောင်းမွန်ခိုင်ခန့်သော တခုကို၊ အဆောက်အဦများဆောက်လုပ်ရာ၌အသုံးပြုသည့်ဝတ္ထုကိရိယာများ၊ ၎င်းပြင်ဆောက်လုပ်လည့်နည်း နှင့်စပ်လျဉ်း၍မြို့မရပ်ကွက်များကြီးကြပ်အုပ်ချုပ်မှုဆိုင်ရာ အက်ဥပဒေတစုံတရာအရ၊ ယခုတည်ဆဲရှိသည့်၊သို့မဟုတ် နောင်အခါတွင်အတည်ဖြစ်မည့်နည်းဥပဒေများ၊၎င်းပြင်စည်းကမ်းဥပဒေများနှင့်အညီ၊မိမိငွေကုန်လျှင်ဆောက်လုပ် သည့်အတိုင်း ဆောက်လုပ်၍၊နောင်ကိုလည်း ဆိုခဲ့သည့်ကာလအပိုင်းအခြားအတွင်း အခါခပ်သိမ်းကောင်းမွန်စွာ ပြုပြင်ထားရမည်။

* စည်းကမ်းအချက် ၂ ရပ်အနက်မလိုသောစည်းကမ်းအချက်ကိုခြစ်ဖျက်ရမည်။

၃။ ။၎င်းပြင်မြေရိယာ၏ ပုံထက်တိုး၍အဆောက်အဦ မဆောက်မလုပ်ရ။

၄။ ။ဆိုခဲ့သည့်အဆောက်အဦများမှစ၍၊ ၎င်းမြေတွင်ရှေ့အတွက်ဆောက်လုပ်မည့်အဆောက်အဦများ၊ အထူးဆောက်လုပ်ပုံနည်းလမ်း ဆောက်လုပ်သည့်ဝတ္ထုကိရိယာများကိုဆိုခဲ့သည့် ခရိုင်ဝန်သဘောတူချက်အမိန့် စာမရလျှင်ပြောင်းလဲပြင်ဆင်ခြင်းမရှိစေရ၊ ဆိုခဲ့သည့်အတိုင်းအမိန့်စာမရမရှိဘဲ၊ ၎င်းမြေတွင်အခြားအဆောက်အဦ တစုံတရာမဆောက်မလုပ်ရ။

†သို့မဟုတ်

၄။ ။ဆိုခဲ့သည့်ခရိုင်ဝန်၏သဘောတူချက်အမိန့်စာကို ရှေးဦးစွာမရမရှိဘဲ၊ ဆိုခဲ့သည့် မြေပေါ်တွင် အခြားမည်သည့်အဆောက်အဦကိုမျှဆောက်လုပ်ခြင်းမပြုရ။

† စည်းကမ်းအချက် ၂ ရပ်အနက်မလိုသောစည်းကမ်းအချက်ကိုခြစ်ဖျက်ရမည်။

၅။ ။စာချုပ်ပါကာလအပိုင်းအခြားအတွင်း၊ ၎င်းမြေနှင့် မြေတွင်ဆောက်လုပ်မည့် အဆောက်အဦများ ကို ရန်ကိစ္စပြင်၊ငှါးအိမ်၊သို့မဟုတ်ကုလီအိမ်တန်းလျားတစုံတရာအတွက်ဖြစ်စေ၊ အခြား ကိစ္စအတွက်ဖြစ်စေ၊ဆိုခဲ့သည့်ခရိုင်ဝန်သဘောတူချက်အမိန့်စာမရဘဲအသုံးမပြုရ။

ထပ်မံထည့်သွင်းသည့်ကန့်သတ်ချက်များနှင့် စည်းကမ်းအချက်များကိုဖြစ်စေ၊ တိုးတက်သည့် အခွန်ငွေကို ဖြစ်စေ၊အထောက်အထားပြု၍၊ အငှါးရသူက အခန်းလိုက်ငှါးအိမ်၊ သို့မဟုတ်ကုလီအိမ်တန်းလျားတစုံတရာအတွက် မြေတွင်အဆောက်အဦများကို ဆောက်လုပ်ထားရန်သော်၎င်း၊ အသုံးပြုရန်သော်၎င်း၊ ခရိုင်ဝန်သဘောတူချက် အမိန့်စာကိုရရှိလျှင်၊ ဆိုခဲ့သည့်အရပ်ရပ်ကန့်သတ်ချက်များနှင့်စည်းကမ်းအချက်များကို လိုက်နာခြင်း၊ တိုးတက်သည့် အခွန်ငွေကို ဆိုခဲ့သည့်နေ့ရက်များတွင် ထမ်းဆောင်ခြင်းများကို၊ ယခုစာချုပ်တွင် ပြဋ္ဌာန်းလျက်ပါရှိသကဲ့သို့လိုက် နာပြုလုပ်ရမည်။

၆။ ။၎င်းကဲ့သို့သော သဘောတူချက်အမိန့်စာကို တင်ရင်မရမရှိဘဲ စာချုပ်ပါမြေကိုခွဲခြားခြင်း မပြု လုပ်ရသည့်ပြင်၊ ၎င်းမြေတစိတ်တဒေသကိုလွှဲပြောင်းခြင်း၊ တဆင့်ငှါးရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုမလုပ်ရ။

၇။ ။ဆိုခဲ့သည့်မြေအားလုံးကိုရီဇစ္စတြီမှတ်ပုံတင်ပြီး စာချုပ်စာတမ်းဖြင့်လွှဲပြောင်းခြင်းမှတပါး၊ အခြား နည်း လွှဲပြောင်းခြင်းဖြင့်သော်၎င်း၊အမွေဆက်ခံခြင်းဖြင့်သော်၎င်း၊အခြားနည်းဖြင့်သော်၎င်း၊ ဆက်ခံပိုင်ဆိုင်ခြင်းနှင့် စပ်လျဉ်းသည့်အရပ်ရပ်လွှဲပြောင်းချက်များကို၊ သည်ကဲ့သို့လွှဲပြောင်းဆက်ခံသည့်မှ၊ပြက္ခဒိန်လတလအတွင်းဆိုခဲ့သည့် ခရိုင်ဝန် ယားရှိသည့်မှတ်ပုံစာရင်းစာအုပ်တွင်စာရင်းတင်မှတ်ရမည်။ ၎င်းလွှဲပြောင်းချက်များကိုမှတ်ပုံစာရင်းမတင် မမှတ်နိုင်လောက်အောင်အကြောင်းတစုံတရာမရှိဘဲ၊အငှါးရသူကစာရင်းမတင်မမှတ်ပျက်ကွက်လျှင် ခရိုင်ဝန်ကငင်း၊ သူ့အပေါ်တွင်သည်ကဲ့သို့ပျက်ကွက်မှုတကြိမ်လျှင် ၁၀ဝိ ထိငွေဒဏ်၊ဆက်လက်ပျက်ကွက်ပြန်လျှင်လည်း၊ ပျက်ကွက် သမျှကာလအတွင်း တလလျှင် ၅ဝိ ထက်မပိုသည့် ငွေဒဏ်များကိုထပ်မံစီရင်စေမည်။ ၎င်းဒဏ်ငွေကို၊ ၎င်းမြေတွင် အခွန်မပြေကျန်ငွေကဲ့သို့ ခရိုင်ဝန်ကအရတောင်းခံခွင့်ရသည်၊

၈။ ။ယခုစာချုပ်နှင့် စပ်လျဉ်းသည့်ကိစ္စတစုံတရာအတွက်၊ ခရိုင်ဝန်နှင့်၎င်းအမိန့်အရဆောင်ရွက်သူ အရာရှိတို့က၊ ဆိုခဲ့သည့်ကာလအပိုင်းအခြားအတွင်း နေ့အခါသင့်လျော်သည့်အချိန်တွင်၊ ၎င်းမြေ၊ သို့မဟုတ် အဆောက်အဦများသို့ချင်းနင်းဝင်ရောက်နိုင်ခွင့်ရှိစေရမည်၊

၉။ ။ယခုစာချုပ်ပါမြေကို အငှါးချထားသည့် ကာလအပိုင်းအခြားစေ့ ကုန်သည့်အခါမြေတွင်တည်ရှိ သည့်ဇာ်မ၊ထာဝရအဆောက်အဦများကိုချန်လုပ်၍၊တစုံတရာခုခံပြောဆိုခြင်းမရှိဘဲအငှါးချသူသို့ပြန်အပ်ရမည်။ သို့ သော်လည်းအပိုဒ် ၁၀ အရအငှါးချသူက မြေကိုတဖန်သိမ်းယူ၊အငှါးစာချုပ်ကို နုတ်သိမ်းလျှင်အငှါးရသူကမြေနှင့် တကွ မြေတွင်တည်ရှိသည့်ဇာ်မ၊ထာဝရအဆောက်အဦများကို၊ တစုံတရာခုခံပြောဆိုခြင်းမရှိဘဲ၊အငှါးချသူသို့ပြန် အပ်ရမည်။

၁၀။ ။ဆိုခဲ့သည့်အခွန်ငွေအားလုံး၊ သို့မဟုတ် အမြဲအဝက်မှာမပြေမကျေရှိနေ၍ ၎င်းငွေကိုတောင်းသည်ဖြစ်စေ၊ မတောင်းမခံသည်ဖြစ်စေ၊ ထမ်းဆောင်သင့်နေ့ရက်ကုန်လွန်သည့်နောက် ပြက္ခဒိန်လ တလဝိုင် ပထမ်းမဆောင်ကြန့်ကြာလျှင်သော်၎င်း၊ အငှါးရသူကစာချုပ်ပါခံဝန်ချက်အတိုင်းမတည် ဖျက်ကွက်လျှင်သော်၎င်း၊အထက်ကပျက်ကွက်သည့်အရာလွတ်ငြိမ်းချမ်းသာစေခွင့်၊မြေကိုပြန်၍သိမ်းယူခြင်းမှလွတ်ငြိမ်းချမ်းသာစေခွင့်မည်သို့ပင်ပြုသော်လည်းဆိုခဲ့သည့်ခရိုင်ဝန်က၊ ယခုစာချုပ်ကို ချက်ခြင်းဖျက်သိမ်း မြေနှင့်တကွမြေတွင်တည်ရှိသည့်ဇာဂ်မ၊ ထာဝရအဆောက်အဦများကိုပြန်၍သိမ်းယူခွင့်ရသည်။

အငှါးချသူက၊အငှါးရသူအားခံဝန်ချုပ်ဆိုသည်မှာ——

၁၁။ ။ယခုစာချုပ်ကိုအပိုဒ် ၁၀ အရ တင်ရင်ဖျက်သိမ်းပြီး မဟုတ်လျှင်သော်၎င်း၊ ယခုစာချုပ်ပါကာလအပိုင်းအခြားစေ့ကုန်သည်တိုင်အငှါးရသူက ထမ်းဆောင်သင့်အခွန်များထမ်းဆောင်သည့်ပြင်၊ စာချုပ်ပါခံဝန်ချက်အတိုင်းပျက်ကွက်ခြင်းမရှိလိုက်နာလျှင်သော်၎င်း၊ ၎င်းမြေတွင်ရှိဆောက်လုပ်ထားသည့် အိမ်စသောဇာဂ်မ၊ ထာဝရအဆောက်အဦများကို အငှါးရသူကစာချုပ်ပါကာလအပိုင်းအခြား စေ့ကုန်သည့်အခါ ရောင်းချရွှေ့ပြောင်းဆောင်ယူခွင့်ရသည်၊ သို့ရွှေ့ပြောင်းရောင်းချဆောင်ယူရာ၊ မြေမျက်နှာပြင်ပျက်စီးယိုယွင်းခြင်းရှိသည်များကို အငှါးရသူကကောင်းမွန်အောင်ပြုပြင်ရမည်။

၁၂။ ။အငှါးရသူကဆိုခဲ့သည့်မြေကို စာချုပ်ပါကာလအပိုင်းအခြားစေ့ကုန်သည်မှ၊ ရှေ့သို့နှစ်ပေါင်း ၃၀၊ စာချုပ်အသစ်လဲလှယ်ချုပ်ဆိုငှါးရမ်းလိုကြောင်းနှင့်၊စာချုပ်ပါ ကာလအပိုင်းအခြားမကုန်မီ ပြက္ခဒိန်လ ၃ လ တင်ရင်၍အငှါးချသူထံ လျှောက်လွှာတင်သွင်းသည့်အခါ၊ စာချုပ်ပါကာလအပိုင်းအခြားစေ့ ကုန်သည်တိုင်ထမ်းဆောင်သင့်အခွန်များပြေကြေအောင် ထမ်းဆောင်သည့်ပြင်၊ စာချုပ်ပါအရပ်ရပ်ခံဝန်ချက်၊ စည်းကမ်းအချက်များကိုလည်း ပျက်ကွက်ခြင်းမရှိလိုက်နာလျှင်၊ အငှါးရသူလျှောက်ထားချက်အရ အငှါးစာချုပ် မူရင်းခွဲတစောင်ကို အငှါးရသူကကုန်ကျရန်စရိတ်များကျခံရေးသားလက်မှတ်ရေးထိုး၍၊ အငှါးချသူသို့ ပေးအပ်ကာလ စာချုပ်ပါမြေကို အငှါးချသူ သတ်မှတ်သည့် အခွန်နှုန်းနှင့်အလားတူခံဝန်ချက်ပြဋ္ဌာန်းချက်များ၊သို့မဟုတ်၎င်းတို့အနက်တည်းဆဲ ကည့် လတွဲ့ခံဝန်ချက် ပြဋ္ဌာန်းချက်များနှင့်အညီ၊ နှစ်ပေါင်း ၃၀ ထပ်မံချထားရန်အငှါး စာချုပ်သစ်တစောင်ကိုလက်မှတ်ရေးထိုး၍၊ အငှါးရသူသို့ပေးအပ်ရမည်။သို့သော်လည်းတတိယအကြိမ်နှစ်ပေါင်း ၃၀ ထပ်မံချထားရန်အငှါးစာချုပ်မှာ၊ စာချုပ်အသစ်လဲလှယ်ရန်အတွက်၎ယခုခံဝန်ချက်မပါမရှိစေရ။

၁၃။ ။ယခုစာချုပ်ပါကာလ အပိုင်းအခြားစေ့ကုန်သည့်နောက်၊ အပိုဒ် ၁၂ အရ၊ အငှါးရသူသို့ စာချုပ်အသစ်ချုပ်ဆိုထပ်မံပေးအပ်ခြင်းမရှိလျှင်၊ ပြက္ခဒိန်လတလတင်ရင်ဆင့်စာချအပ်၍ ၎င်းမြေရှိအိမ်စသည့်ဇာဂ်မ၊ ထာဝရအဆောက်အဦများကို၊အငှါးချသူ၎င်းရာထူးတွင်ဆက်ခံသူလွှဲအပ်ခံသူတို့ကဝယ်ယူခွင့်ရသည်။၎င်းအဆောက်အဦတန်ဘိုးနှင့်စပ်လျဉ်း၍ အငြင်းအခုံရှိခဲ့လျှင် ၎င်းတန်ဘိုးကိုအမှန်အတိုင်းကျအောင် ဆိုင်ရာခရိုင်အလုပ်ဝန်က ဆုံးဖြတ်ရမည်။ သည်ကဲ့သို့ဆုံးဖြတ်ချက်မှာလည်း၊ ဆုံးခန်းတိုင်ရောက်စေရမည့်ပြင်၊ အငှါးရသူကတည်ငြိမ် နာခံရမည်ဆို၍၊ ပြည်ထောင်စုမြန်မာနိုင်ငံ အစိုးရ၏ ကိုယ်စားအဖြစ်ထမ်းရွက်သူ

နှင့် တို့သဘောတူစာချုပ်ချုပ်ဆိုလက်မှတ်ရေးထိုးကြသည်။

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အထက်ကရည်ညွှန်းရာပါစာရင်း

မြို့၊ ရပ်တွင်တည်ရှိသည့်အကွက်အမှတ် အတွင်း၊မြေကွက်အမှတ် ခေါ်၊ အောက်တွင်နယ်နိမိတ်သတ်မှတ်ရာပါ ခန့်ရှိပုံးတွဲပါနယ်ပုံတွင်အနီရောင်နှင့်ရေးသားပြသည့်မြေ၊

မြောက်အလား—

အရှေ့အလား—

တောင်အလား—

အနောက်အလား—

ပ၊စ၊တ—အမှတ် ၁၅၁၀၂၂ ပြည်တွင်းအခွန်ဦးစီး ၂၆-၇-၁၅—၃၀,၀၀၀ ရွက်တွဲ (ပပ)၊

ပုံစံ ၁၀၅

မှန်ကြောင်း သက်သေခံ / သက်သေခံ သောလက်ရှိ မြေပုံတွင် ယခုနှစ် အသုံးပြုသောဦးပိုင် မြေပုံလက်ခံရေးကူးရန်ပုံစံ

ကား ၁ ၆ လက်မ = ... စ်မိုင်

န် - မြိတ်

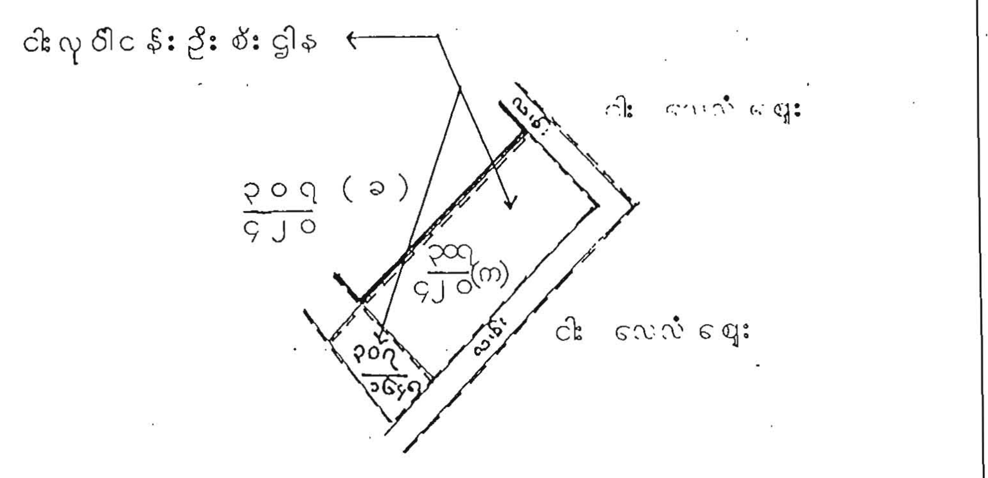
နယ် - မြိတ်

ကွက် / ကျေးရွာအုပ်စု
တ် - ၄ ၁

ကွက် / ကျေးရွာအုပ်စု
ည် - မြိတ် တော ၁ ၆

း - အမှတ်/ အမည်
၆၊ အိုး လုပ်ပြင်

်အမှတ်
၀၇ / ၂၀ (က) +
၇ / ၁၆၄၀




အ ဖိုး ၇ မြေ ဆေး ------- မြေငှါး ပ ၁ ဆေး -

ဈေးကူးပေးသည့်မြေပုံအကြောင်းအရာ...

| အမှတ် | ~~အခွန်စည်းကြပ်ခံရသူ၊ ပိုင်ရှင်အမည်၊ နေရပ်ရှင်/ အငှားဂရန်ရှင်~~ | ပိုင်ဆိုင်ခွင့် | မြေမျိုးနှင့်အတန်း | ဧရိယာ(ဧက) | မှတ်ချက် |
|---|---|---|---|---|---|
| (က) | ငါး လုပ်ငန်း ဦး စံ ငွာန | - | အ ဖိုး ၇ | ၂.၀၄ | |
| ၁၆၄၇ | " ။ | - | အ ဖိုး ၇ | ၀.၀၆ | |
| | | | ပေါင်း | ၂.၁၀ | |

ပေးသည့်အကြောင်းအရာ ...ရန်
အကြောင်းအရာအတွက်သာအသုံးပြုခွင့်ရှိသည်။)
ထားသူအမည် - ငါး လုပ်ငန်း ဦး စံ ငွာန
လျှောက်ထားသည့်နေ့စွဲ - ၅၊ ၁၁၊ ၂၀၀၂
သူသို့ လက်ခံပေးအပ်သည့်နေ့စွဲ - ၅၊ ၁၁၊ ၂၀၀၂

ယခုအထက်တွင် ပြဆိုသော မြေပုံမှာ မှန်ကန်သေချာစွာရေးကူးသော ၂၀၀၃ - ၀၃ ခုနှစ်အတွက် ~~နောက်ဆက်တွဲတိုင်းတာခြင်း~~ မြေပုံဖြစ်ကြောင်းသက်သေခံလက်မှတ်ရေးထိုးပါသည်။
အမှုတွဲထိန်း / မြေတိုင်းစာရေးလက်မှတ် -
နေ့စွဲ -
တိုက်ဆိုင်စစ်ဆေးပြီးမှန်ကန်ပါသည်။

ရုံးတံဆိပ်
စာအမှတ် ...
နေ့စွဲ ...

# LOAN AGREEMENT

This Loan Agreement (together with all annexure or appendixes attached hereto and forming an integral part hereof, hereinafter referred to as the "Agreement') is made on ________________ by and between Dato' Seri Fumihiko Konishi of Texchem Food Sdn Bhd (hereinafter referred to as the 'Lender') and Ng Bak Kuang of A.S.K. Andaman Limited (hereinafter referred to as "the Borrower") (collectively to be known as the "Parties").

WHEREAS:

A. The Borrower is desirous of obtaining a line of credit (hereinafter referred to as the "Loan") from the Lender for purchase of raw materials, building, plant, machinery and equipment and transportation vehicles.

B. The Lender has agreed to provide, and the Borrower has agreed to accept, the Loan based on the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:-

1. <u>LOAN AMOUNT</u>

The Lender hereby agrees to provide the Borrower with the following Loan:

i. An amount of United States Dollars Twelve Million Seven Hundred and Fifty Two Thousand (USD 12,752,000.00) which shall be remitted to the Borrower on a date to be mutually agreed upon by the Parties ("Remittance Date").

2. <u>LOAN PERIOD</u>

The Loan repayment period shall be for Fourteen (14) years payable in 168 months from the date of commencement of repayment pursuant to Clause 4 of this Agreement with an option to extend or shorten such period as and when the Lender deems necessary and in the Lender's sole and absolute discretion. ('Loan Period')

3. <u>INTEREST RATE</u>

All amounts outstanding under the Loan are interest free.

4. REPAYMENT SCHEDULE

The Borrower hereby covenants that it shall repay the Loan to the Lender on the first business day of each calendar month commencing three (3) years from the date of the issuance of the MIC licence, as set out in the Loan Repayment Schedule or such other dates as the Parties may mutually agree upon. The said Loan Repayment Schedule will form an essential part of this Agreement, until the Loan is discharged in its entirety.

5. TERM AND TERMINATION

This Agreement shall be effective from the date of signing and shall remain valid throughout the Loan period until the Loan is discharged in its entirety.

This Agreement may be terminated by the Lender at any time on written notice to the Borrower (to be effective on the date specified in such notice) if the Borrower defaults on any payment hereunder.

6. EFFECT OF TERMINATION

Upon expiry or early termination of this Agreement, all amounts of the Loan not yet paid to the Lender will immediately become due and payable to the Lender and must be paid by the Borrower within THIRTY (30) days of the date of expiry or termination of this Agreement, as the case may be.

7. DISPUTE RESOLUTION

If any dispute arises over the interpretation or implementation of this Loan Agreement, such dispute shall be settled amicably between both parties through mutual discussions. Dispute arising between the parties that cannot be settled amicably as mentioned above shall be settled in the Union of Myanmar by Arbitration, through two arbitrators appointed by and each representing the two parties respectively. Should the arbitrators fail to reach an agreement, the dispute shall be referred to and determined by an Umpire nominated by the arbitrators. The Arbitration proceeding shall be in all respect conform to the Arbitration Act, 1944 (Myanmar Act No. IV of 1944) or any subsisting statutory modifications thereof. The venue for Arbitration shall be Yangon, Myanmar. The Arbitration fees shall be borne by the party against whom the award is made.

Until resolution of a dispute, the Parties hereto agree that they will continue to perform their obligations to each other under this Agreement, including the payment of any amount provided for in this Agreement.

8. GOVERNING LAW

The Parties shall carry out their obligations arising out of this Agreement in accordance with the laws, rules, regulations, procedures and directives of the Union of Myanmar.

9. FORCE MAJEURE

If either party is temporarily rendered unable, wholly or in part, by Force Majeure to perform his duties or accept performance by the other party under this Agreement, it is agreed that the affected party give notice to the other party within 14 days after the occurrence of the cause relied upon, giving particulars in writing of such Force Majeure. The duties of such party as are affected by such Force Majeure shall be with approval of the other party, be suspended during the continuance of the disability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch. If such Force Majeure continues to disrupt the performance of the affected party of its obligations under this Agreement for more than 30 days, the other party shall have the right to terminate this Agreement by written notice immediately.

The term "Force Majeure" as employed herein shall mean an act of God, restraint of a Government, strikes, lockouts, industrial disturbances, war, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earthquakes, storms, lightning and any other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

10. AMENDMENTS AND MODIFICATIONS

This Agreement shall not be annulled, amended or modified except by the mutual consent in writing of the Parties.

11. COSTS

The Borrower shall bear all legal costs and stamp duties on the original copies and all duplicates as shall be required in the Union of Myanmar.

12. EFFECT OF AGREEMENT

Upon execution, this Agreement shall supersede all previous agreements and/or arrangements between the Parties mentioned in this Agreement in relation to the Loan, whether written or otherwise.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the day and year set out above.

| | |
|---|---|
| Signed for and on behalf of | Signed for and on behalf of |
| TEXCHEM FOOD SDN BHD | A.S.K. ANDAMAN LIMITED |
| Name: | Name: |
| Passport No: | Passport No: |
| in the presence of: | in the presence of: |
| Name: | Name: |
| Passport No.: | Passport No.: |

A.S.K. ANDAMAN LTD
LOAN REPAYMENT SCHEDULE

| NUMBER OF YEARS FROM THE DATE OF ISSUANCE OF MIC LICENCE | LOAN AMOUNT (USD '000) | OPENING BALANCE (USD '000) | REPAYMENT SUM | | ENDING BALANCE (USD '000) |
|---|---|---|---|---|---|
| | | | USD '000/MTH | USD '000/YEAR | |
| 1 | 816 | - | - | - | 816 |
| 2 | - | 816 | - | - | 816 |
| 3 | 4,196 | 816 | 50 | 600 | 4,412 |
| 4 | - | 4,412 | 50 | 600 | 3,812 |
| 5 | 7,740 | 3,812 | 100 | 1,200 | 10,352 |
| 6 | - | 10,352 | 100 | 1,200 | 9,152 |
| 7 | - | 9,152 | 100 | 1,200 | 7,952 |
| 8 | - | 7,952 | 100 | 1,200 | 6,752 |
| 9 | - | 6,752 | 100 | 1,200 | 5,552 |
| 10 | - | 5,552 | 100 | 1,200 | 4,352 |
| 11 | - | 4,352 | 100 | 1,200 | 3,152 |
| 12 | - | 3,152 | 100 | 1,200 | 1,952 |
| 13 | - | 1,952 | 100 | 1,200 | 752 |
| 14 | - | 752 | 100 | 752 | - |
| | 12,752 | | | 12,752 | |

HSBC

08 OCTOBER 2002

The Chairman,
Myanmar Investment Commission,
Yangon,
Union of Myanmar

Dear Sirs,

**TEXCHEM FOOD SDN BHD**

It is with pleasure that we submit to you this letter of recommendation in favour of Texchem Food Sdn. Bhd., a 100% owned subsidiary of Texchem Corporation Sdn. Bhd.

We have known Texchem Corporation Sdn. Bhd. for 18 years and during this time, we have found them to be a credit worthy client of HSBC Bank Malaysia Berhad.

We wish them every success in their activities in Myanmar and are pleased to confirm our continued support for them in the conduct of their normal course of business.

Information given in strictest confidence and neither the Bank and/ or any of its servants or agents will be responsible for the information supplied herein as it is intended to be of a general nature and as understood by the Bank at this time..

Yours faithfully,

Ng Cho Keat
Commercial Banking Manager

RECEIVED
08 OCT 2002
TEXCHEM
PENANG

KBZ(LANMADAW BRANCH)
No.06/09,Lanmadaw Plaza, Lanmadaw Road ,Lanmadaw Tsp.
Ph : 095-1-212763 , 095-1-212764 , 095-1-212765 .
Fax : FAX-1-212770, 212771

Name : MASCOT INDUSTRIES CO;LTD

Address : NO.81,B.1,DAGONTHRI RD,KYAUT MYAUNG

We hereby certify that the balance at the Credit of A/C No. 0041730000362 ( MASCOT INDUSTRIES CO;LTD ) with KBZ(LANMADAW BRANCH) in favour of ( 11 October, 2002 ) was Ks. 60,051,710.95( Sixty Million and Fifty One Thousand , Seven Hundred and Ten Kyats Ninety Five Pyas Only ).

Yours Faithfully ,

( Manager
Kanbawza Bank Ltd.
KBZ(LANMADAW BRANCH)

# MYANMA INVESTMENT AND COMMERCIAL BANK

Dated, 14·10·2002

No. ________

To,

Mascot Industries Co Ltd

Dear Sir,

We hereby certify that the balance standing at the credit of the account of FM·10·364·5 with the Myanma Investment and Commercial Bank, Yangon at the close of business on the 11·10·02 was US$ 623600/92 (US Dollars Six hundred twenty three thousand six hundred and cents ninety two only.).

FEC = 200/-

USD = 623400/92

Total = 623600/92

Yours faithfully,

Asst: Manager

Manager

14/10/02

# STATEMENT OF ACCOUNT

** CONFIDENTIAL **

MASCOT INDUSTRIES CO.LTD
NO.81, B-1, DAGON THIRI RD, KYAUK
MYAUNG, TAMWE T-S

ACCOUNT NO : 96774
CURRENCY : USD
FROM : 01/09/2002
TO : 30/09/2002

| DATE | VALUE DATE | REFERENCE | DEBIT | CREDIT | BALANCE |
|---|---|---|---|---|---|
| 01/09 | 01/09 | BALANCE FORWARDED | | | 256,106.61 |
| | | BALANCE FORWARDED | | | 256,106.61 |
| 04/09 | 04/09 | FR 96774 TO KF 27/OC(PE)1331 CTR-1 TR | 56,000.00 | | |
| | | BALANCE FORWARDED | | | 200,106.61 |
| 06/09 | 06/09 | FR 96774 TO 04201 CTR-1 TR | 11,200.00 | | |
| | | BALANCE FORWARDED | | | 188,906.61 |
| 19/09 | 19/09 | FR 96774 TO 04201 CTR-1 TR | 11,200.00 | | |
| | | BALANCE FORWARDED | | | 177,706.61 |
| 23/09 | 23/09 | OTP/0205399/0 | 3,225.95 | | |
| 23/09 | 23/09 | OTP/0205401/0 | 6,775.30 | | |
| | | BALANCE FORWARDED | | | 167,705.36 |
| 24/09 | 24/09 | ITP/0208324/0 | | 7,712.10 | |
| | | BALANCE FORWARDED | | | 175,417.46 |
| 30/09 | 30/09 | FR 96774 TO KF27/OC(PE)1597 CTR-1 TR | 11,000.00 | | |
| | | BALANCE FORWARDED | | | 164,417.46 |

ANY EXCEPTION OR ERROR SHOULD BE PROMPTLY ADVISED TO THIS OFFICE

Asst. Manager Manager
Current Account Section
Myanma Foreign Trade Bank